

**SHOW LOW CITY COUNCIL**  
**REGULAR MEETING - TUESDAY, JUNE 17, 2025**

**PURSUANT** to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public, that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, June 17, 2025, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

1. Call to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.

5. **CALL TO THE PUBLIC:**

Any citizen desiring to speak on a matter that is within the jurisdiction of the City Council may do so at this time. Comments shall be limited to three minutes per person and shall be addressed to the City Council as a whole, and not to any individual member. Issues raised shall be limited to those within the jurisdiction of the City Council. Pursuant to the Arizona Open Meeting Law, the City Council cannot discuss or act on items presented at this time. At the conclusion of the call to the public, individual City Council members may (1) respond to criticism made by those who have spoken, (2) ask staff to review a matter, and (3) ask that a matter be put on a future agenda.

6. **SPECIAL EVENTS:**

- A. Recognition of Retiring Employee, Matt Armijo

7. **CONSENT CALENDAR:**

- A. Consideration of Renewal of Agreement with White Mountain Meals on Wheels for Managing the Turn of a Card Community Center for Fiscal Year 2025-26 (Mike Mariscal)
- B. Consideration of Renewal of Agreement with Show Low Historical Society for Fiscal Year 2025-26 (Mike Mariscal)
- C. Consideration of Renewal of Agreement with Show Low Main Street for Fiscal Year 2025-26 (Mike Mariscal)
- D. Consideration of Renewal of Agreement with Show Low Chamber of Commerce for Fiscal Year 2025-26 (Steve North)
- E. Consideration of Adoption of Resolution No. R2025-18 Designating the Chief Fiscal Officer for City of Show Low and Authorization to Submit the Current Fiscal Year's Annual Expenditure Limitation Report (Justin Johnson)
- F. Consideration of Resolution No. R2025-19 Adopting an Annual Policy and

Prescribing Procedures for Purchasing from the Mayor and Any Member of the Council (Morgan Brown)

- G. Consideration of Approval of Annual Purchase Orders for Fiscal Year 2026 (Justin Johnson)
- H. Consideration of Acceptance for Show Low Lake Campground Restroom, City of Show Low Project No. FM-3125 (Bill Kopp)
- I. Consideration of Approval of Lochner Task Order 1 for Bidding and Construction Administration of Large Helicopter Parking Pads Project at Show Low Regional Airport (Jacob Allen)
- J. Consideration of Resolution No. R2025-21 Approving Amendment to Intergovernmental Agreement with Navajo County for Use of Community Emergency Notification System (Greg Westover)
- K. Consideration of Minutes of Show Low City Council meetings:
  - 1. Study Session of June 3, 2025
  - 2. Regular Meeting of June 3, 2025

8. **NEW BUSINESS:**

- A. Consideration of Award of Contract to Show Low Construction, Inc. for Large Helicopter Parking Pads at Show Low Regional Airport and Authorization of Associated Budget Transfers (Jacob Allen)
- B. Approval of Professional Services Agreement for Business Incubator Architectural Services (Bill Kopp)
- C. Consideration of Resolution No. R2025-22 Approving an Intergovernmental Agreement with Arizona Department of Water Resources for a Dam Safety Study for Jaques Dam (Bill Kopp)
- D. Consideration of Approval of Professional Services Contract for Dam Safety Study for Jaques Dam (Bill Kopp)
- E. **PUBLIC HEARING** Regarding Final Budget for Fiscal Year Ending June 30, 2026, and Proposed Secondary Property Tax Levy and Consideration of Resolution No. R2025-20 Adopting the Final Budget for Fiscal Year Ending June 30, 2026 (Justin Johnson)

9. **AT THIS TIME, THE CITY COUNCIL WILL RECESS INTO A SPECIAL MEETING OF THE SHOW LOW BLUFF COMMUNITY FACILITIES DISTRICT BOARD TO ADOPT THE FINAL BUDGET FOR FISCAL YEAR 2025-26 FOR THE DISTRICT:**

10. **SUMMARY OF CURRENT EVENTS:**

- A. Council Members
- B. Mayor
- C. City Manager

11. **SCHEDULE OF MEETINGS:**

Scheduling of meetings, which may be brought up at this time.

12. **ADJOURNMENT:**

**SCHEDULED MEETINGS/EVENTS:**

| DATE       | TIME    | EVENT NAME                                                            |
|------------|---------|-----------------------------------------------------------------------|
| 06/17/2025 | 7:00 PM | CITY COUNCIL - REGULAR MEETING                                        |
| 06/17/2025 | 7:00 PM | SHOW LOW BLUFF CFD BOARD - SPECIAL MEETING                            |
| 06/19/2025 | 6:00 PM | CITY COUNCIL AND SHOW LOW UNIFIED SCHOOL DISTRICT JOINT STUDY SESSION |
| 06/24/2025 | 7:00 PM | P&Z COMMISSION - REGULAR MEETING                                      |

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Show Low makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Show Low City Council regular meetings are recorded and may be viewed on the City of Show Low's website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

Pursuant to the Americans with Disabilities Act (ADA), the City Council endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please call the City Clerk's office at (928) 532-4061 at least 48 hours prior to the meeting for accommodation.

Council Chambers will open at least fifteen minutes prior to the meeting to allow public access to the room. Council Chambers has a maximum occupancy of 139 people.

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Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on June 13, 2025.

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Renewal of Agreement with White Mountain Meals on Wheels for Managing the Turn of a Card Community Center for Fiscal Year 2025-26 (Mike Mariscal)

**RECOMMENDATION**

I **MOVE** to renew the agreement with White Mountain Meals on Wheels, Inc. to manage the Turn of the Card Community Center for fiscal year 2025-26 and authorize the Mayor to sign said agreement.

**BACKGROUND**

The agreement with White Mountain Meals on Wheels to manage the Turn of the Card Community Center is due for renewal on July 1, 2025, for another year.

Meals on Wheels staff works with local partners and groups to provide events and activities for our senior citizens. The management provided by Meals on Wheels includes delivery of nutritious meals to qualifying seniors and providing congregate meals at the Community Center. They also carry out general maintenance at the Community Center.

Meals on Wheels provides all hiring, firing, and training of their employees, as well as payment of all their employee wages, and maintains liability and property insurance. They will also provide a quarterly financial report to the City and make an annual presentation to the City Council.

The agreement reflects the annual consideration of \$65,000.00, as discussed during this year's budget meetings, an increase of \$5,000.00 over the previous year. The City pays for all the utilities except phone and refuse services at the Community Center and maintains insurance on the building for property damage and liability. The City also provides snow removal, performs major repairs, maintains the building, landscaping, parking lot, and outside lights, and deep-cleans and maintains the flooring as needed.

Meals on Wheels operates the Community Center Monday through Friday from 8:00 a.m. to 3:00 p.m. from October 15 to May 15 and from 8:00 a.m. to 4:00 p.m. from May 16 to October 14. The Community Center's Friday schedule may be adjusted between October 15 and May 15 to meet seasonal needs.

Staff recommends renewing the agreement with White Mountain Meals on Wheels.

**ATTACHMENTS**

1. MealsOnWheelsAgmt-2025-2026

## **FISCAL IMPACT**

Anticipated cost: \$65,000.00

Funding source (account no.): Organizational Support (11-402-430-8110-0000)

## **Agreement for Management of the Turn of a Card Community Center**

THIS Agreement is made and entered into this 17th day of June 2025, by and between WHITE MOUNTAIN MEALS ON WHEELS, INC., hereinafter referred to as "MOW" and the CITY OF SHOW LOW, hereinafter referred to as "City."

**WHEREAS**, the City owns the building known as the Turn of a Card Community Center ("Community Center") located at 301 East McNeil in Show Low, Arizona, hereinafter referred to as the "property"; and

**WHEREAS**, the City desires to have Meals on Wheels, Inc. (MOW) continue to manage the Community Center, including providing congregate dining and recreation opportunities to assist the senior citizens of Show Low; and

**WHEREAS**, MOW is available to manage the Community Center and desires to renew a contract with the City to provide the services outlined below.

**NOW THEREFORE**, in consideration of the following:

### **1. SERVICES AND PAYMENT.**

MOW will provide the following services as part of their contract to manage the Community Center:

- A. Deliver Meals to qualifying seniors in the community and provide congregate meals for lunch, Monday through Friday, except holidays at the Community Center. MOW may adjust the Friday schedule between October 15 and May 15 to meet seasonal needs.
- B. Manage the Community Center by scheduling all activities, maintain the Community Center, including cleaning, dusting, maintenance, and small repairs (under \$500), maintain a clean parking lot, light cleaning of windows and bathrooms, any pest control other than the monthly service from the City and to promptly report any maintenance issues that are the City responsibility to the Community Services Director for the City of Show Low.
- C. MOW to hire, fire, train, and maintain employment records and pay all salaries.
- D. MOW shall maintain proper liability insurance and property insurance on MOW equipment and list the City as an additional insured as required in paragraph 10 below. MOW to pay for the phone and garbage services.
- E. Maintain hours at the Community Center from 8:00 a.m. to 3:00 p.m.

between October 15 to May 15 of each year and from 8:00 a.m. to 4:00 p.m. from May 16 to October 14 of each year.

- F. Allow the City to use the space for appropriate activities provided the City provides reasonable notice to MOW.
- G. MOW will present a written report on an annual basis to the City Council at a City Council Meeting. MOW will also provide a written quarterly report to the Community Services Director to be given to the City Council. The report shall provide information on the number of congregate meals and meals delivered to seniors in the community and provide the activities and participation by the seniors in the activities, a detailed report on the budget and use of city funds, and provide information on any major maintenance issues that need to be addressed at the Community Center.

City to provide the following:

- A. The City shall fund the Community Center programs and management in the amount of \$65,000.00 annually, which may be made in quarterly installments of \$16,250.00. The first payment shall be due July 1, 2025, and every quarter thereafter during the term of this Agreement. The amount under the contract shall be reviewed annually.
  - B. The City shall pay the gas, electric, sewer and water utilities at the Community Center.
  - C. The City shall maintain insurance on the building for property damage and liability.
  - D. The City will maintain the property by doing a major cleaning once a year, snow removal, repair of parking lot and outside lights, and monthly pest control. Floor covering maintenance will be provided on an as-needed basis.
2. **TERM.** This agreement shall be for a period of one (1) fiscal year, commencing July 1, 2025, and ending June 30, 2026, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.
3. **IMPROVEMENTS.** At the end of the term hereof, all improvements on the Community Center shall become the property of the City, except for MOW equipment, provided it can be removed without damage to the property.

4. **SUBLEASE.** MOW may sublease a portion of the premises only upon express written permission by the City, with any conditions and requisite insurance as set for by the City.
5. **ATTORNEY'S FEES.** In the event any action or proceeding is brought by either party against the other arising out of this Agreement in any manner whatsoever, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in such action or proceeding.
6. **PARTIAL INVALIDITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereof.
7. **TIME.** Time is of the essence in this Agreement.
8. **NOTICES.** Whenever in this Agreement, it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served in writing, forwarded by certified mail addressed as follows to:  
  
MOW:           Attn: Chairman  
                  301 East McNeil  
                  Show Low, AZ 85901  
  
CITY:           Attn: City Manager  
                  CITY OF SHOW LOW  
                  180 N. 9th Street  
                  Show Low, AZ 85901
9. **INTERPRETATION.** This Agreement shall be construed in conformity with the laws of the State of Arizona with proper venue to enforce the agreement in Navajo County, Arizona.
10. **INSURANCE.** MOW agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of MOW as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000.00 combined, single limit for bodily injury and property damage/ \$2,000,000.00 aggregate.

The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination,



cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory. Proof of insurance is required within ten (10) days of execution of this agreement. A violation of this provision may be treated as a material breach by the City.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, MOW, its successors, assigns, and guarantors shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from any negligent or intentional actions, acts, errors, mistakes, omissions, work or services of the MOW, its agents, employees or subcontractors in the performance of this Agreement. MOW's duty to defend, hold harmless, and indemnify the City, its agents, officers, officials, and employees shall arise in connection with any claim, damage, loss, or expenses that are attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any negligent act, error, mistake or omission in the performance of this Agreement including those by any person for whose acts, errors, mistakes or omissions MOW may be liable. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
12. **RENTAL PROVISION.** In the event that the City cancels this Agreement after one year or any subsequent year, the City agrees to rent the kitchen facilities to MOW for a reasonable period of time and reasonable fee with the understanding that if the property is sold, MOW will have to vacate the building.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 17th day of June, 2025.

**CITY OF SHOW LOW**

**WHITE MOUNTAIN MEALS ON  
WHEELS, INC**

\_\_\_\_\_  
John Leech Jr., Mayor

\_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_  
Rachael Hall, City Clerk

APPROVED AS TO FORM:

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Anna M. Atencio, City Attorney

MTG DATE: 6/17/2025  
ITEM: 7.B

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Renewal of Agreement with Show Low Historical Society for Fiscal Year 2025-26 (Mike Mariscal)

**RECOMMENDATION**

I **MOVE** to renew the agreement between the City of Show Low and Show Low Historical Society for fiscal year 2025-26 and authorize the Mayor to sign said agreement.

**BACKGROUND**

The agreement with the Show Low Historical Society is due for renewal on July 1, 2025, for another year. As the agreement states, the Historical Society will provide a museum for residents and visitors to Show Low that will also serve as a visitor information center.

The agreement reflects the annual consideration of \$48,000.00, as discussed during this year's budget meetings, an increase of \$6,000.00 over the previous year. The City's financial obligation, paid quarterly, is subject to the availability and appropriation of funds. If or when funds are not appropriated or no longer available to provide continued support to the Historical Society, the City shall have the right to terminate the agreement. The agreement is effective July 1, 2025, through June 30, 2026.

Staff recommends renewing the agreement with the Show Low Historical Society.

**ATTACHMENTS**

1. ShowLowHistoricalSociety-2025-2026

**FISCAL IMPACT**

Anticipated cost: \$48,000.00

Funding source (account no.): Organizational Support (11-402-430-8110-0000)

## **SHOW LOW HISTORICAL SOCIETY AGREEMENT**

This Agreement made and entered into this 17th day of June 2025, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and the SHOW LOW HISTORICAL SOCIETY, Inc., hereinafter referred to as "HISTORICAL SOCIETY."

WHEREAS, the CITY owns the building located at 541 E. Deuce of Clubs; and

WHEREAS, the CITY and HISTORICAL SOCIETY entered into a Lease Agreement on September 7, 2010, for the lease of the CITY-owned building; and

WHEREAS, the CITY finds it beneficial to provide tourism and history services to the residents and visitors of the City; and

WHEREAS, the HISTORICAL SOCIETY has the knowledge and resources to provide such services; and

WHEREAS, the CITY and HISTORICAL SOCIETY desire to enter into an agreement for certain services to be provided by the HISTORICAL SOCIETY; and

WHEREAS, the CITY is authorized, pursuant to A.R.S. § 9-493, to spend funds for the purpose of encouraging immigration, tourism, new industries, and investment in the City, and for the printing and distribution of pamphlets, booklets and brochures advertising the City and its history and pursuant to A.R.S. § 9-500.11 for economic development activities that enhance the economic welfare of the inhabitants of the city or town.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, IT IS AGREED AS FOLLOWS:

1. The Premises: The Premises ("Premises") shall consist of the building located at 541 East Deuce of Clubs in Show Low, Arizona.
2. Description of Service: The HISTORICAL SOCIETY shall provide a museum for residents and visitors to Show Low to attract people to the CITY and shall serve as a visitor information center. Hours of operation are to be determined by the HISTORICAL SOCIETY and the CITY.
3. The term of this Agreement shall be for a period of one (1) fiscal year, commencing on July 1, 2025, and ending on June 30, 2026, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.

4. The CITY agrees to pay HISTORICAL SOCIETY \$48,000 (hereinafter referred to as "annual consideration"). Payment shall be made in quarterly installments of \$12,000 beginning on the 15th of July, 2025. The HISTORICAL SOCIETY agrees that such payments will constitute payment in full for the services to be provided by the HISTORICAL SOCIETY.
5. The CITY shall appoint the City Manager or his/her designee to serve as liaison to the HISTORICAL SOCIETY.
6. The HISTORICAL SOCIETY shall present a written annual report to the City Council and an annual verbal report at a regularly scheduled City Council Meeting.
7. The HISTORICAL SOCIETY shall provide an annual statistical report to the CITY liaison, which shall include all pertinent visitor and other data in electronic format in addition to a paper copy.
8. HISTORICAL SOCIETY personnel and volunteers shall be trained in handling customers in a pleasant and cheerful manner and the personnel shall be knowledgeable about the Show Low area and shall serve as ambassadors of the community.
9. INSURANCE. The HISTORICAL SOCIETY agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of the HISTORICAL SOCIETY as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000 combined, single limit for bodily injury and property damage. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.
10. INDEMNIFICATION. The HISTORICAL SOCIETY agrees to and shall indemnify and hold the CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of the HISTORICAL SOCIETY or its agents or employees.
11. APPLICABLE LAW. This Agreement shall be enforced and construed according to the laws of the State of Arizona.

12. PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
13. ATTORNEY'S FEES. In the event that either party hereto shall institute and prevail in any action or suit for the enforcement of its rights hereunder, the prevailing party in said action or suit shall be awarded its reasonable attorney's fees and costs arising therefrom.
14. NOTICES. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served in writing, forwarded by certified mail addressed as follows to:

CITY: City of Show Low  
180 N. 9th Street  
Show Low, AZ 85901

HISTORICAL SOCIETY: Show Low Historical Society  
P.O. Box 3468  
Show Low, AZ 85902

Any notices required to be given to the CITY or the HISTORICAL SOCIETY under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the Historical Society Director and City Manager at their respective business addresses.

15. This Agreement or the payments described herein shall not be assigned, conveyed, or transferred by the HISTORICAL SOCIETY to any other party without the express prior written consent of the CITY.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this 17th day of June, 2025.

**CITY OF SHOW LOW**

**SHOW LOW HISTORICAL SOCIETY**

\_\_\_\_\_  
John Leech Jr., Mayor

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

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

ATTEST:

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Rachael Hall, City Clerk

APPROVED AS TO FORM:

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Anna M. Atencio, City Attorney

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Renewal of Agreement with Show Low Main Street for Fiscal Year 2025-26 (Mike Mariscal)

**RECOMMENDATION**

I **MOVE** to renew the agreement between the City of Show Low and Show Low Main Street for fiscal year 2025-26 and authorize the Mayor to sign said agreement.

**BACKGROUND**

Show Low Main Street (SLMS) is a 501(c)(3) non-profit economic development organization active in revitalization activities that encourage investment, strengthen the business community, preserve historical features, and improve the overall appearance of downtown Show Low.

SLMS has partnered with the City to help beautify the downtown area with projects that include the Show Low Elk Gateway Project, Navajo County Peace Officers' Memorial, building façade improvements, business way-finder signs, and took a lead role in advising the City during the Deuce of Clubs streetscape enhancement project. SLMS also completed a beautification project at the southeast corner along the Deuce of Clubs and 9th Street.

Over the years, SLMS has partnered with the City to build a successful summer farmers' market, a showcase for local arts, crafts, food vendors, and more.

Recently, SLMS capitalized on combining music, food, and the beauty of the White Mountains during the late summer with the popular "Battle of the Bands and Vans," which takes place on the Saturday before Labor Day. The Battle will be in its fourth year this year, and SLMS looks to further capitalize on past event successes.

SLMS hosted the Show Low Junior Rodeo this year, and the City sponsored it. The City will again sponsor the Rodeo next year. The City will increase the payment to SLMS for the rodeo sponsorship from \$60,000 to \$65,000, which is in the budget.

SLMS utilizes a part-time program manager position to professionalize the organization and reduce City staff time needed in the organization's operations. City staff continues to support SLMS by attending their monthly meetings and working together on events and projects in an advisory and informational role.

The agreement reflects the annual consideration of \$87,500.00, as discussed during this year's budget meetings.

Staff recommends renewing the agreement with Show Low Main Street for Fiscal Year 2025-2026.



## **ATTACHMENTS**

1. Main Street Agreement 2025-2026

## **FISCAL IMPACT**

Anticipated cost: \$22,500.00

Funding source (account no.): Organizational Support (11-402-430-8110-0000)

## **SHOW LOW MAIN STREET AGREEMENT**

This Agreement made and entered into this 17<sup>th</sup> day of June 2025 by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and SHOW LOW MAIN STREET, INC., hereinafter referred to as "MAIN STREET."

WHEREAS, the CITY and MAIN STREET have the common goal of revitalization of the downtown redevelopment district; and

WHEREAS, the CITY receives benefit from MAIN STREET projects and activities throughout the CITY.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, IT IS AGREED AS FOLLOWS:

1. The CITY agrees to pay MAIN STREET \$87,500 for fiscal year 2025-2026, to include the employment of a part-time Program Manager and sponsorship of activities, including but not limited to, the Show Low Rodeo. Payments will be made in quarterly installments on the 1st day of each quarter beginning July 1, 2025.
2. Description of Service. MAIN STREET agrees to assist the CITY in the revitalization of the downtown redevelopment area and related projects, partnering with the CITY to generate grants to achieve such revitalization purposes, organizing public and private support for revitalization of the downtown redevelopment area, create a main street identity for the downtown redevelopment area, and enhance Show Low's heritage and small-town character in accordance with the Main Street America Four-Point Approach. MAIN STREET shall cooperate and work closely with the Show Low Chamber of Commerce in accomplishing these services.
3. The parties agree that MAIN STREET shall provide specialized services and that MAIN STREET enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute MAIN STREET, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the CITY.
4. MAIN STREET shall make all relevant records available to the CITY for inspection by the CITY during regular established business hours. These records shall include, but not be limited to, financial records and minutes of all meetings.
5. MAIN STREET shall submit a written report on a quarterly basis to the CITY and present a yearly report to the City Council at a regularly scheduled Council meeting, which shall include:

- (a) A financial report accounting for the expenditures related to this Agreement; and
  - (b) A report on the results of services described in paragraph one.
- 6. The CITY shall appoint the City Manager or their designee to serve as liaison to MAIN STREET.
- 7. The Show Low City Council shall appoint one member of that body to serve on the MAIN STREET Board as a voting member. In the event the Council voting member is absent from MAIN STREET meetings, the CITY liaison (City Manager or their designee) shall have proxy voting rights.
- 8. INSURANCE. MAIN STREET agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of MAIN STREET as contemplated by this Agreement. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.
- 9. INDEMNIFICATION. MAIN STREET agrees to and shall indemnify and hold CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of MAIN STREET or its agents or employees.
- 10. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2025 and ending on June 30, 2026, unless either party provides the other with not less than 30 days written notice prior to commencement of any renewal term. The CITY's obligation to perform the agreements specified herein during any CITY fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the CITY shall have the right to terminate said Agreement.
- 11. This Agreement or the payments described herein shall not be assigned, conveyed, or transferred by MAIN STREET to any other party without the express prior written consent of the CITY.
- 12. Any notices required to be given to the CITY or MAIN STREET under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the MAIN STREET Director and City Manager at their respective business addresses.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this 17th day of June, 2025.

**CITY OF SHOW LOW**

**SHOW LOW MAIN STREET**

\_\_\_\_\_  
John Leech Jr., Mayor

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

ATTEST:

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

\_\_\_\_\_  
Rachael Hall, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Renewal of Agreement with Show Low Chamber of Commerce for Fiscal Year 2025-26 (Steve North)

**RECOMMENDATION**

I **MOVE** to renew the agreement between the City of Show Low and Show Low Chamber of Commerce for fiscal year 2025-26 and authorize the Mayor to sign said agreement.

**BACKGROUND**

At its meeting on June 18, 2024, the City Council approved an agreement with the Show Low Chamber of Commerce (Chamber) to operate the Tourist Information Center (TIC) for fiscal year 2025. The current agreement expires on June 30, 2025.

The attached agreement outlines the expectations of the TIC to promote growth in tourism and encourage economic activity. The Chamber will provide space for visitors and residents to access information, a robust website to disseminate information including a calendar of events, promote Show Low businesses and amenities and continue to maintain committees and networking opportunities that enhance the economic vitality of Show Low.

The terms of the proposed agreement provide a one-year term beginning on July 1, 2025, and expiring on June 30, 2026, in the amount of \$57,500.00 to operate the TIC during the period of the agreement less the amount of \$13,500.00 per year as set forth in a separate agreement, which was brought to Council in 2021, for the payoff on the Chamber building. The Chamber will provide monthly reports to staff, which will be reported in the weekly manager's memo and will report semi-annually to the City Council. City staff and the Chamber will continue to meet regularly to discuss ways to improve the TIC and business outreach efforts.

Staff recommends approving the agreement with the Chamber for TIC services and authorizing four quarterly payments of \$11,000.00 for the period of July 1, 2025, to June 30, 2026.

**ATTACHMENTS**

1. Show Low Chamber of Commerce Agreement FY 2026

**FISCAL IMPACT**

Anticipated cost: \$44,000.00

Funding source (account no.): Organizational Support 11-402-430-8100-0000

## SHOW LOW CHAMBER OF COMMERCE AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of June 2025, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and the SHOW LOW CHAMBER OF COMMERCE, hereinafter referred to as "CHAMBER."

WHEREAS, the CITY and CHAMBER desire to enter into an Agreement to promote the City; and

WHEREAS, the CITY is authorized, pursuant to A.R.S. § 9-493 to spend funds for the purpose of encouraging immigration, new industries and investment in the City, and for the printing and distributing books, pamphlets and maps advertising the advantages of the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, IT IS AGREED AS FOLLOWS:

1. Description of Services: Promote the City through a variety of services, including but not limited to, the operation of the Tourist Information Center ("TIC"). The CHAMBER shall provide a public open space where visitors and residents of the CITY are able to access maps, business directories and other local promotional materials and shall serve as a visitor information center October through April: Monday through Friday from 9:00 a.m. to 4:00 p.m.; May through September: Monday through Friday from 9:00 a.m. to 4:00 p.m., and Saturday from 10:00 a.m. to 2:00 p.m. The TIC shall be staffed at all the times set forth in this agreement. Any changes to the hours will be based on demonstrated visitor patterns to the TIC and by mutual agreement of the parties. On an annual basis, the CHAMBER shall provide the CITY with a list of holidays recognized by the Chamber.
2. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2025, and ending June 30, 2026, unless either party provides the other with not less than 30 days written notice. The CITY and the CHAMBER agree to continue to meet monthly to discuss ways to improve the promotion of the City and performance of the Tourist Information Center.
3. The CITY's obligation to perform the agreements specified herein during any CITY fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the CITY shall have the right to terminate this agreement.
4. The CITY agrees to pay the CHAMBER \$57,500.00 to promote the City utilizing agreed upon methods and operate the Tourist Information Center during the period of the agreement less the amount of \$13,500.00 per year as set forth in a separate agreement for the payoff on the CHAMBER building. Payment shall be made in four installments of \$11,000.00 per reduced amount. The CHAMBER agrees that

such payments will constitute payment in full for the promotional/tourism services to be provided by the CHAMBER.

5. The services to be provided by the CHAMBER in promoting the City and operation of the Tourist Information Center shall also include, at a minimum, the following:
  - (a) The CHAMBER shall provide monthly reports, with all supporting documentation from originating platforms, detailing social media analytics, website data, numbers of new businesses, number of visitors and purpose, and initiatives used to promote the City and the TIC.
  - (b) The CHAMBER shall continue to provide a functional, up-to-date website for Internet access with links to and from the CITY'S website, the Show Low Main Street website, and the Turn of the Card Community Center.
  - (c) The CHAMBER shall maintain an events calendar on their website of all major events in Show Low, including community events and events for visitors and have it readily accessible with accurate links if available.
  - (d) The CHAMBER shall permit any Show Low-based business to display information within the Tourist Information Center.
  - (e) A priority for the CHAMBER is to promote Show Low-based businesses, amenities, events and restaurants, and local businesses and to refer tourists to Show Low-based businesses as much as possible.
  - (f) The CHAMBER shall ensure that staff and volunteers working within the Tourist Information Center are trained to understand the assets of the area in order to effectively deliver that information to the tourists that visit the Tourist Information Center.
  - (g) The CHAMBER shall maintain a physical location for the Tourist Information Center on the Deuce of Clubs between Clark Road and White Mountain Road in Show Low.
  - (h) The CHAMBER shall work to bring forth new ideas and initiatives to market the CHAMBER, promote the City and to boost visitation and use of the TIC.
6. The CITY shall appoint the City Manager or his/her designee to serve as liaison to the CHAMBER.
7. The Show Low City Council shall appoint one member of that body to serve on the CHAMBER Executive Board as a voting member. In the event the Council voting member is absent from the CHAMBER meeting, the CITY liaison (City Manager or his/her designee) shall have proxy voting rights.

The Chamber shall notify both the City Liaison and City Council Member of all regular Chamber board meetings, by a mutually agreed upon method, at least seven (7) days prior to said meeting and any special or emergency Chamber board meeting at the same time all other Chamber board members are given notice.

8. The CITY and the CHAMBER agree to help refer volunteers to one another to assist in activities for the City and the Tourist Information Center.
9. The CHAMBER shall present a written quarterly report to the City Council and a semiannual verbal report at a regularly scheduled City Council meeting.
10. The CHAMBER shall provide a monthly statistical report to the CITY liaison, which shall include all pertinent tourism, business and visitor data in computer files in addition to a copy suitable for printing.
11. The CHAMBER agrees to be an active participant in local activities and special events and to work with Show Low Main Street as they work on tourism activities and business development and retention programs.
12. CHAMBER personnel shall be trained in handling customers in a pleasant and cheerful manner, knowledgeable about the Show Low area, and serve as ambassadors of the community.
13. INSURANCE. The CHAMBER agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of the CHAMBER as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000.00 combined, single limit for bodily injury and property damage/ \$2,000,000.00 aggregate. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory, with a waiver of subrogation. Proof of insurance is required within ten (10) days of execution of this agreement.
14. INDEMNIFICATION. The CHAMBER agrees to and shall indemnify and hold CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of the CHAMBER or its agents or employees.
15. This agreement or the payments described herein shall not be assigned, conveyed, or transferred by the CHAMBER to any other party without the express prior written consent of the CITY.



16. Any notices required to be given to the CITY or the CHAMBER under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the Chamber Director and City Manager at their respective business addresses.

**CITY OF SHOW LOW**

**SHOW LOW CHAMBER OF COMMERCE**

\_\_\_\_\_  
John Leech Jr., Mayor

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

Cathy Huling, President  
Show Low Chamber of Commerce

ATTEST:

\_\_\_\_\_  
Kathy Clements, Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Adoption of Resolution No. R2025-18 Designating the Chief Fiscal Officer for City of Show Low and Authorization to Submit the Current Fiscal Year's Annual Expenditure Limitation Report (Justin Johnson)

**RECOMMENDATION**

I **MOVE** to adopt Resolution No. R2025-18 designating Justin Johnson as Chief Fiscal Officer for City of Show Low and authorization to submit the current Fiscal Year's Annual Expenditure Limitation Report.

**BACKGROUND**

Arizona Revised Statute § 41-1279.07(E) requires each county, city, town, and community college district to annually provide the Auditor General the name of the Chief Fiscal Officer designated by the governing board to submit the current year's Annual Expenditure Limitation Report. The submission is due by July 31 each year.

Staff recommends adopting Resolution No. R2025-18 designating Justin Johnson as Chief Fiscal Officer for City of Show Low.

**ATTACHMENTS**

1. Resolution No. R2025-18

**FISCAL IMPACT**

N/A

**CITY OF SHOW LOW RESOLUTION NO. R2025-18**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY  
OF SHOW LOW, ARIZONA, DESIGNATING THE CHIEF FISCAL  
OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR  
2026 EXPENDITURE LIMITATION REPORT TO THE ARIZONA  
AUDITOR GENERAL**

**RECITALS:**

**WHEREAS**, Arizona Revised Statute § 41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) designated to officially submit the current year's Annual Expenditure Limitation Reports (AELR) on the governing body's behalf; and

**WHEREAS**, the City of Show Low's Mayor and Council desires to designate Deputy City Manager, Justin Johnson, as the City's Chief Fiscal Officer

**WHEREAS**, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR; and

**WHEREAS**, the City of Show Low's Deputy City Manager is responsible for filing all required financial reports on behalf of the City; and

**WHEREAS**, Justin Johnson holds the position of Deputy City Manager for the City of Show Low.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Show Low, Arizona, as follows:

**SECTION 1.** The recitals above are hereby incorporated as if fully set forth herein.

**SECTION 2.** Deputy City Manager, Justin Johnson, is hereby designated the Chief Fiscal Officer for purposes of submitting the fiscal year 2026 AELR to the Arizona Auditor General on the governing body's behalf and is authorized to submit financial reports, including but not limited to AELR, to federal, state and county agencies on behalf of the Governing Body (City of Show Low, Arizona).

**PASSED AND ADOPTED** this 17th day of June, 2025, by the Mayor and Council of the City of Show Low, Arizona.

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John Leech Jr., Mayor

ATTEST:

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Rachael Hall, City Clerk

APPROVED AS TO FORM:

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Anna M. Atencio, City Attorney

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Resolution No. R2025-19 Adopting an Annual Policy and Prescribing Procedures for Purchasing from the Mayor and Any Member of the Council (Morgan Brown)

**RECOMMENDATION**

I **MOVE** to adopt Resolution No. R2025-19 adopting an annual policy and prescribing procedures for purchasing from the Mayor and any member of the Council.

**BACKGROUND**

Arizona State Statutes require the City Council to adopt a policy, on an annual basis, that governs purchases from the Mayor and Council members without public competitive bidding. Without the attached resolution, the City would not be allowed to make any such purchases, regardless of size or amount.

The limits set forth in the attached resolution, \$300.00 per transaction and \$1,000.00 per year, are the maximum allowed by state law without public competitive bidding. They are the same limits adopted by the Council in previous years.

**ATTACHMENTS**

1. Resolution No. R2025-19

**FISCAL IMPACT**

N/A

## **CITY OF SHOW LOW RESOLUTION NO. R2025-19**

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, ADOPTING AN ANNUAL POLICY AND PRESCRIBING PROCEDURES FOR PURCHASING FROM THE MAYOR AND ANY MEMBER OF THE COUNCIL**

#### **RECITALS:**

**WHEREAS**, pursuant to the provisions of Arizona Revised Statutes § 38-503(C)(2), as amended, the City of Show Low may authorize, without using competitive public bidding procedures, the purchase of supplies, materials, and equipment from the Mayor and any member of the City Council; and

**WHEREAS**, the City Council must adopt, on an annual basis, a policy that governs such purchases.

#### **ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Show Low, Arizona, that the following policy is adopted, and procedures are prescribed for purchasing supplies, materials, and equipment from the Mayor and any member of the City Council.

#### **Section 1**

During the fiscal year ending June 30, 2026, the City of Show Low may purchase supplies, materials, and equipment from the Mayor or any member of the Council without using competitive public bidding procedures if the amount of a single transaction does not exceed three hundred dollars. The separate, individual total of any transaction in the fiscal year for each member of the Council or for the Mayor shall not exceed one thousand dollars.

#### **Section 2**

The Finance Department shall keep separate, up-to-date records of all purchasing transactions with the Mayor and each member of the Council. These records shall be public and shall include the date, amount, and nature of each transaction. The Finance Department shall be responsible for ensuring that the cost of a single transaction made pursuant to this resolution does not exceed three hundred dollars and that the total of such transactions (in the fiscal year ending June 30, 2026) with the Mayor or each individual Council member does not exceed one thousand dollars. Any purchasing transaction with the Mayor or a member of the City Council that exceeds these limits shall only be made by public competitive bidding procedures.

**Section 3**

The provisions of this resolution shall be cumulative and supplemental to the provisions of the City Code or ordinances governing purchases.

**PASSED AND ADOPTED** this 17th day of June, 2025, by the Mayor and Council of the City of Show Low, Arizona.

\_\_\_\_\_  
John Leech, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Rachael Hall, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Approval of Annual Purchase Orders for Fiscal Year 2026  
(Justin Johnson)

**RECOMMENDATION**

I **MOVE** to approve the list of annual purchase orders for fiscal year 2026.

**BACKGROUND**

Each year, the City of Show Low issues annual purchase orders for goods and services to be purchased throughout the fiscal year. For fiscal year 2026, the following goods and services require City Council approval of the annual purchase order. Each vendor is considered a “sole-source” vendor, meaning it is the only vendor from which goods and services can be purchased because of department specifications and vendor restrictions.

**Dana Kepner** – Amount not to exceed \$60,000.00 for purchasing water meters for stock. These meters will be purchased for new construction and to replace meters that become damaged or inoperable during the fiscal year. Dana Kepner is the only vendor in this region that can sell Sensus meters to the City.

**Mountain States Pipe & Supply** – Amount not to exceed \$100,000.00 for purchasing an Electronic Reciprocal Transfer System to relay signals from the water meters to the handheld receiver. Vendor through the City of Tucson Cooperative Purchasing Agreement.

**Dana Kepner** – Amount not to exceed \$127,000.00 for purchasing water meters for the meter exchange program. Staff budgets for this program each year. These meters replace manual meters and AMCO meters installed several years ago, as well as meters over 20 years old, to ensure accurate readings of water usage for correct billing and reporting.

**Arizona Labor Force/Arizona Temporary Personnel** – Amount not to exceed \$105,000.00 for temporary labor services to help the Parks Maintenance/Facilities Division (\$80,000.00) and the Streets Division (\$25,000.00) during the spring and summer and for special events.

**Legend Technical Services** – Amount not to exceed \$65,000.00 for Water Division (\$45,000.00) and Wastewater Division (\$20,000.00) laboratory testing services required for environmental compliance. Vendor through SAVE Cooperative Purchasing WUD 113-04.

**Hills Brothers Chemical Company Services** – Amount not to exceed \$100,000.00 for chemicals for Water Division (\$25,000.00) and Wastewater Division (\$75,000.00) for disinfection per the Arizona Department of Environmental Quality regulations required for environmental compliance. Vendor through the Chandler Cooperative Purchasing Agreement.



## ATTACHMENTS

None

## FISCAL IMPACT

Funding source (account no.): Meter Replacement Program (43-760-490-4125-0000) \$187,000; Other Contractual Service (11-445-430-3300-0000) \$80,000; Other Contractual Services (12-500-430-3300-0000) \$25,000; Testing Fees (43-760-490-4110-0000) \$70,000; Testing Fees (42-755-490-4110-0000) \$95,000; Water Maintenance (43-760-490-4120-0000) \$50,000; Wastewater Maintenance (42-755-490-4120-0000) \$50,000

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance for Show Low Lake Campground Restroom, City of Show Low Project No. FM-3125 (Bill Kopp)

**RECOMMENDATION**

I **MOVE** to accept the construction of the Show Low Lake Campground Restroom, City of Show Low Project No. FM-3125, release the final payment and initiate the two-year warranty period.

**BACKGROUND**

The City of Show Low 2024 Budget included funding for the construction of a new public restroom at Show Low Lake at the Spillway Campground. The work included the construction of a restroom facility with three ADA-accessible restrooms in a single building, one separate men's restroom with two stalls, one water closet and one urinal, one separate women's restroom with two water closet stalls, and a family restroom with a single water closet and ADA adult changing station.

Staff solicited bids from contractors to construct the building. The City Council awarded the construction contract to LD&B LLC for an amount not to exceed \$138,400.00. The project is now complete with a final construction cost of \$138,400.00.

Staff recommends accepting the construction of the Show Low Lake Campground Restroom, City of Show Low Project No. FM-3125, releasing final payment and initiating the two-year warranty period.

**ATTACHMENTS**

None

**FISCAL IMPACT**

Final cost: \$138,400.00

Funding source (account no.): SL Lake Spillway Restroom and Utilities (11-445-495-7310-2308)

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Approval of Lochner Task Order 1 for Bidding and Construction Administration of Large Helicopter Parking Pads Project at Show Low Regional Airport (Jacob Allen)

**RECOMMENDATION**

I **MOVE** to approve Lochner Task Order 1 for the bidding and construction administration of two large Helicopter Parking Pads at Show Low Regional Airport and authorize city manager to sign associated documents.

**BACKGROUND**

On August 20, 2024, the City entered into a Contract for Professional Services with Lochner, formerly known as Armstrong Consultants, as Show Low Regional Airport's on-call engineering consultant. As such, Lochner will be performing the bidding and construction administration for the helicopter parking pads project.

On January 16, 2024, the City Council approved the engineering design portion of the project (Armstrong Consultants - Task Order F). With the design now complete, the project can move forward to the bidding and construction phase. Lochner's fee for these services is \$154,090.00.

The scope was developed in coordination with the Federal Aviation Administration (FAA) and City staff. The proposed fees were subject to an independent fee review, as required for all FAA grant-funded projects exceeding \$100,000.00. The fees proposed by Lochner were found to be fair and reasonable by a third-party fee reviewer and, therefore, were accepted by the FAA.

The project costs are reimbursable to the City of Show Low at 95% by FAA grant funding via the Bipartisan Infrastructure Law. The Arizona Department of Transportation will match 2.5% of the total project cost for FAA grant-funded projects, which leaves the City of Show Low with a 2.5% local share, which will be approximately \$3,852.25.

Staff recommends approving Task Order 1 for the bidding and construction administration of the two large helicopter pads and authorizing the city manager to sign associated documents.

**ATTACHMENTS**

1. Show Low Task 1 - Helipad CA

**FISCAL IMPACT**

Anticipated cost: \$154,090.00

Funding source (account no.): Construct 2 Large Helicopter Parking Pads (11-750-495-7300-

2401/7502401)

95% FAA = \$146,385.50, 2.5% ADOT = \$3,852.25, 2.5% Local = \$3,852.25

**TASK ORDER 1**  
ATTACHMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SPONSOR AND ENGINEER,  
DATED \_\_\_\_\_, 2025

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on August 20, 2024, between the **CITY OF SHOW LOW, ARIZONA (Sponsor)** and **LOCHNER (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Show Low Regional Airport, Show Low, Arizona

3. **WORK PROGRAM** – Attached

*Construct Helicopter Pads – Bidding and Construction Administration*

4. **FEES** - The fees will be as noted below. (All lump sums)

|                                                 |                  |
|-------------------------------------------------|------------------|
| <b>Project Development &amp; Administration</b> | \$32,930         |
| <b>Bidding Services</b>                         | \$15,130         |
| <b>Construction Period Services</b>             |                  |
| Construction Administration Services            | \$29,970         |
| Construction Observation Services               | \$25,270         |
| <b>Project Closeout</b>                         | \$9,410          |
| <b>Special Services</b>                         |                  |
| DBE Plan Assistance                             | \$2,200          |
| Title VI Plan Assistance                        | \$4,400          |
| Acceptance Testing                              | \$34,780         |
| <b>Engineering Total</b>                        | <b>\$154,090</b> |

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:  
**CITY OF SHOW LOW**

ENGINEER:  
**LOCHNER**

\_\_\_\_\_  
Morgan Brown, City Manager

\_\_\_\_\_  
Erik Vliek, Business Manager

**SCOPE OF WORK  
AIRPORT NAME  
AIP NO. 3-04-0035-034-2025**

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**CONSTRUCT HELICOPTER PADS – BIDDING AND CONSTRUCTION ADMINISTRATION**

1. This project is intended to bid and construct two large helicopter pads to accommodate the large helicopters that use the airfield. The large helicopters currently sit on Taxiway B which prevents the use of Taxiway B for other aircraft between the South Apron and Taxiway A.

- 1.1. The project design was previously completed under Task Order F of the previous Professional Services Agreement.

Estimated Construction Cost (All Schedules and Additives): \$1,200,000

Estimated Construction Period: 60 days<sup>1</sup>

*Note: <sup>1</sup> Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$500/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.*

## I. PROJECT DEVELOPMENT AND ADMINISTRATION

The project development and administration phase is intended to complete the necessary preliminary actions required to initiate and manage the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Develop and submit a detailed Scope of Work for review and approval. Upon submittal, the Engineer will solicit feedback from the Sponsor, ADOT Aeronautics, and FAA and refine the detailed Scope of Work based on feedback received. This task assumes one round of edits based on Sponsor input and a separate round of edits based on FAA and ADOT input.
2. Following approval of the detailed Scope of Work, the Engineer will prepare a detailed fee estimate showing an hourly breakdown of staff resources required for each task, including incidental expenses related to travel, printing, and/or shipping.
3. Coordinate fee proposals from any required subconsultants needed to perform services defined in the detailed Scope of Work. Work includes developing a request for proposal packet for each subconsultant service that clearly defines the activities required. For this project, it is assumed subconsultants will be employed for:
  - a. DBE Program Update – Prepare requirements for a new DBE program based upon the FAA’s latest program guidance.
  - b. Title VI Program- Prepare requirements for a new Title VI program based upon the FAA’s latest program guidance.
  - c. Quality Assurance – Prepare requirement for quality assurance testing to be performed on construction materials and per installation requirements during construction.
4. Conduct fee negotiations with the Sponsor and assist in preparing a Record of Negotiations to document the independent fee review, if required, and any subsequent fee negotiations.
5. Incorporate final detailed Scope of Work and negotiated fees into a final Task Order and coordinate final approval and signature with the Sponsor.
6. Prepare monthly invoicing and ADOT and FAA grant drawdown packets. In addition to the Engineer’s invoices, the Engineer will incorporate other eligible projects expense invoices provided by the Sponsor in the packets. Engineer will also include the ADOT Monthly Status Report in the packet. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system and the ADOT process. It is anticipated that the project duration is 5 months of active work after waiting for FAA grant in FY 2025.
7. Project Management and Administration. Project management and administration includes coordination between Engineer staff, Sponsor, ADOT, and FAA that isn’t related to a specific task but is essential to the project process. The time for these items is based upon a 5 month timeline. This work includes:

- a. Bi-Weekly internal progress meetings with the construction administration and inspection team during construction.
  - b. Conduct regular coordination meetings with Sponsor, ADOT, and FAA. It is anticipated that these meetings will be held monthly, last approximately 1 hour, and be conducted via videoconference. Additional meetings are anticipated to communicate with the individuals that can't attend the scheduled meeting.
  - c. Drafting project correspondence for Sponsor's use in coordination with ADOT and FAA.
8. Prepare and Coordinate Subconsultant Work and Agreements. Work includes coordinating with subconsultants to fulfill their work requirements and coordinating on-site subconsultant tasks with the appropriate Sponsor representative.
9. Prepare Pen and Ink Update to the ALP. The FAA requested that a pen and ink update be prepared and submitted for comment through the OEAAA system.
10. Update Bid Package for Comments Resulting from the Pen and Ink ALP Update.

## **II. BIDDING SERVICES**

During the bidding phase of the project, the Engineer will assist the Sponsor in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Lochner. The Sponsor, ADOT, and FAA will be given a digital copy of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Sponsor during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held on-site by the Project Manager.
4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.
6. Prepare FAA Grant Application and submit to Sponsor for signature and submittal. Application packet will include the following:
  - a. Form 424, Application for Federal Assistance
  - b. Form 5100-100
  - c. Program Narrative



- d. Project Cost Estimate
  - e. Airport Sponsor Assurances
  - f. Project Sketch clearly identifying major work items
  - g. Exhibit "A" Property Map
  - h. Standard DOT Title VI Assurance
  - i. Sponsor Certification for Project Plans and Specifications
  - j. Sponsor Certification for Selection of Consultants
  - k. Sponsor Certification for Disclosure of Potential Conflicts of Interest
  - l. Sponsor Certification for Equipment and Construction Contracts
  - m. Current listing of FAA Advisory Circulars for AIP/PFC Projects
  - n. Sponsor Certification for Drug-Free Workplace
  - o. Title VI Pre-award Sponsor Checklist
7. Assist in the preparation of the ADOT grant.
  8. Assist in award notification to successful bidder and assist in notification to unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

### **III. CONSTRUCTION PERIOD SERVICES**

During the construction phase of the project, the Engineer will assist the Sponsor with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

#### **A. Construction Administration Services**

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review Contractor's bonds, insurance certificates, construction schedules. Review Contractor's sub-contracts.
2. Provide Sponsor, ADOT, and FAA with a digital copy of the Contract Documents, Specifications, and Construction Plans. Provide Contractor with a digital copy of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Conduct pre-construction conference. The pre-construction conference will be held on-site, and will be attended by the Project Engineer and virtually by the Project Manager.
5. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the RPR and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.

6. Provide technical assistance and recommendations to the Sponsor during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, RPR and Owner for project updates, questions, and instruction.
7. Conduct pre-paving conference to review Contractor's placement, testing and surveying plans. Meeting will be held via video conference, and will be attended by Project Manager and Project Engineer.
8. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
9. Review and certify monthly Contractor payment requests. Pay requests will be reviewed for accuracy with the Contractor and RPR.
10. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.

#### **B. Construction Observation Services**

1. Provide a part time representative (Project Engineer) for 5 visits (approximately every 2 weeks) in addition to the pre-construction meeting and final inspection to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Facilitate a daily log of construction activities. Assist the Sponsor with interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
2. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA, ADOT, and Sponsor.
3. Conduct final project inspection with the Sponsor, FAA, ADOT, and the Contractor. Any punch list items will be noted and coordinated with the Contractor for necessary action. The final inspection will be held on-site and will be attended by the Project Engineer.

#### **IV. PROJECT CLOSEOUT**

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, and FAA and ADOT draft grant closeout request letters.
3. Update Airport Layout Plan to reflect as-built conditions.

4. Update Airport Facilities Diagram and other diagrams as needed in the Airport's Certification Manual to reflect any changes associated with project.
5. Prepare record drawings, indicating changes made to the design during construction. The FAA, ADOT, and Sponsor will each receive drawings in pdf format. AutoCAD files can be provided upon request.
6. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

## **V. SPECIAL SERVICES**

Special Services are those services that aren't considered "basic" services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

### Subconsultant Services

1. Develop New DBE Program. This item provides for a subconsultant to provide the Sponsor with a new Disadvantage Business Enterprise (DBE) Program based on the latest FAA guidance. The FAA updated the DBE program documentation in October, 2024 and is requiring all programs to be updated with the new documentation. The subconsultant will do the following.
  - a. Coordinate with Sponsor to assign the DBE Liaison and Reconsideration officials.
  - b. Assist the Sponsor's DBE Liaison with FAA Connect website access.
  - c. Update the Sponsor's DBE Plan and posting requirements.
  - d. Review the State and past project history to determine if current goal calculations should be adjusted and if needed establish specific steps and milestones to correct any identified issues to keep the Airport in compliance.
  - e. Finalize the DBE plan and submit to the FAA Civil Rights Connect website for approval.
  - f. Complete the fiscal year DBE utilization reporting and submit to the FAA Civil Rights Website.
  - g. Assist Sponsor in ensuring record compliance found in USDOT 49 CFR Part 26 requirements are met.
  - h. Create and maintain website link for FAA compliance with Sponsor's Civil Rights Programs. Including links to DBE Goal Public Notices, DBE Program, and Triennial Goals (with updates).
2. Develop New Title VI Program and Community Participation Plan. This item provides for a subconsultant to develop a new Title VI Program and a Community Participation Plan. At this time, this item is not AIP eligible. However, the FAA has not removed the requirement to have a Title VI program at the time of writing this scope. A NTP will not be issued on this item until it is certain that the FAA requires it to be done for the 2026 grants. Items include:
  - a. Coordinate with Sponsor to assign the Title VI Coordinator.
  - b. Assist the Sponsor's Title VI Coordinator with FAA Connect website access.
  - c. Create the Sponsor's Title VI Plan and Community Participation Plan (CPP). Collecting and assessing demographic data and community stats through US Census database, surveys, sign-in sheets , evaluating bid and proposal contracts and other methods described in the CPP.
  - d. Evaluate Data for potential and known community impacts.
  - e. Assist the Sponsor in community outreach, training materials, and other requirements.

- f. Assist the Sponsor if any need to establish specific steps and milestones to correct any identified issues to keep the Airport in compliance.
  - g. Finalize the Title VI plan and CPP and submit these items to the FAA Civil Rights Connect Website.
  - h. Assist Sponsor in ensuring record compliance found in USDOT 49 CFR Part 21 requirements are met.
  - i. Update and maintain website link for FAA compliance with Sponsor's Civil Rights Programs. Including Title VI Poster's, Title VI Goal Public Notices, CCP, Three (3) Year Updates, Public Notices, links to Title VI statues and regulations.
3. Acceptance Testing will be conducted by a subconsultant hired by the Engineer in accordance with the requirements listed in the technical specifications developed for the project for the following items:
- |               |                           |
|---------------|---------------------------|
| Item P-152    | Excavation and Embankment |
| Item ADOT 303 | Aggregate Base Course     |
| Item P-501    | Concrete Pavement         |

## Detailed Engineering Fee Breakout

|                                                                                                                                                                                                                                |                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>AIRPORT:</b> Show Low Regional Airport<br><b>LOCATION:</b> Show Low, Arizona<br><b>AIP GRANT NO.:</b> 3-04-0035-034-2025<br><b>PROJECT DESCRIPTION:</b> Construct Helicopter Pads - Bidding and Construction Administration | <b>LOCHNER PROJECT NUMBER:</b> 24181<br><b>DATE:</b> 4/7/25<br><b>REV. NO.:</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|

**Note:** This spreadsheet is provided to show how the lump sum totals for each phase have been established. The monthly billing will be a simple percentage of each phases total lump sum amount.

|                                        | Proposed<br>Fee     | Independent<br>Fee Analysis | Negotiated<br>Fee |
|----------------------------------------|---------------------|-----------------------------|-------------------|
| I PROJECT DEVELOPMENT & ADMINISTRATION | \$32,930.00         |                             |                   |
| IV BIDDING SERVICES                    | \$15,130.00         |                             |                   |
| V CONSTRUCTION PERIOD SERVICES         |                     |                             |                   |
| Construction Admin                     | \$29,970.00         |                             |                   |
| Construction Observation               | \$25,270.00         |                             |                   |
| VI PROJECT CLOSEOUT                    | \$9,410.00          |                             |                   |
| VII SPECIAL SERVICES                   |                     |                             |                   |
| DBE Plan Assistance                    | \$2,200.00          |                             |                   |
| Title VI Plan Assistance (Non-AIP)     | \$4,400.00          |                             |                   |
| Acceptance Testing (T&M)               | \$34,780.00         |                             |                   |
| <b>TOTAL ENGINEERING SERVICES</b>      | <b>\$154,090.00</b> | <b>\$0.00</b>               | <b>\$0.00</b>     |

### I. PROJECT DEVELOPMENT

| Item<br>No.                                                             | Principal       | Senior PM          | Project<br>Engineer | Project<br>Designer | Designer<br>(CAD) | Project<br>Coordinator | Total<br>Hours | Cost<br>Summary    |
|-------------------------------------------------------------------------|-----------------|--------------------|---------------------|---------------------|-------------------|------------------------|----------------|--------------------|
| <b>PROJECT DEVELOPMENT PHASE</b>                                        |                 |                    |                     |                     |                   |                        |                |                    |
| 1 Develop Detailed SOW                                                  | 1               | 6                  | 8                   |                     |                   |                        | 15             | \$3,664.00         |
| 2 Develop Detailed Fee Estimate                                         |                 | 4                  | 8                   |                     |                   |                        | 12             | \$2,780.00         |
| 3 Coordinate Subconsultant Fee Proposals                                |                 | 1                  | 3                   |                     |                   | 1                      | 5              | \$1,064.00         |
| 4 Conduct Fee Negotiations and Prepare RON                              |                 | 2                  | 1                   |                     |                   |                        | 3              | \$757.00           |
| 5 Prepare Final Task Order and Coordinate Final Approval and Signatures | 1               | 2                  |                     |                     |                   |                        | 3              | \$884.00           |
| 6 Prepare Monthly Invoicing and FAA Grant Drawdown Packets              |                 | 8                  | 4                   |                     |                   | 8                      | 20             | \$4,292.00         |
| 7 Project Management and Administration                                 |                 |                    |                     |                     |                   |                        |                |                    |
| a. Internal Progress Meetings                                           |                 | 10                 | 10                  | 7                   | 6                 |                        | 33             | \$6,933.00         |
| b. Conduct Coordination Meetings                                        |                 | 8                  |                     |                     |                   |                        | 8              | \$2,184.00         |
| c. Project Correspondence                                               |                 | 4                  | 4                   |                     |                   | 4                      | 12             | \$2,568.00         |
| 8 Prepare and Coordinate Subconsultant Work and Agreements              |                 | 3                  | 9                   |                     |                   | 9                      | 21             | \$4,140.00         |
| 9 Prepare Pen and Ink Update to the ALP                                 |                 | 4                  |                     | 2                   | 4                 |                        | 10             | \$2,058.00         |
| 10 Update Bid Package for Comments from ALP Update                      |                 | 2                  | 2                   |                     | 2                 | 2                      | 8              | \$1,606.00         |
| <b>Estimated Total Man-hours</b>                                        | <b>2</b>        | <b>54</b>          | <b>49</b>           | <b>9</b>            | <b>12</b>         | <b>24</b>              | <b>150</b>     |                    |
| <b>Summary Costs</b>                                                    | <b>\$676.00</b> | <b>\$14,742.00</b> | <b>\$10,339.00</b>  | <b>\$1,449.00</b>   | <b>\$1,932.00</b> | <b>\$3,792.00</b>      |                | <b>\$32,930.00</b> |

## Detailed Engineering Fee Breakout

**AIRPORT:** Show Low Regional Airport  
**LOCATION:** Show Low, Arizona  
**AIP GRANT NO.:** 3-04-0035-034-2025

**LOCHNER PROJECT NUMBER:** 24181  
**DATE:** 4/7/25  
**REV. NO.:**

| Reimbursables                           |         |               |                    |
|-----------------------------------------|---------|---------------|--------------------|
| Meals and Incidental Expenses Per Diem  | 0 Days  | \$68.00       | \$0.00             |
| Lodging Per Diem                        | 0 Days  | \$150.00      | \$0.00             |
| Rental Car                              | 0 Days  | \$125.00      | \$0.00             |
| Mileage                                 | 0 Miles | \$0.700       | \$0.00             |
| Aircraft Rental and Pilot               | 0 Trips | \$1,694.00    | \$0.00             |
| Misc Expenses                           | \$      | - Actual Cost | \$0.00             |
| <b>Total Project Development Phase:</b> |         |               | <b>\$32,930.00</b> |
|                                         |         |               | use \$32,930.00    |

## II. BIDDING SERVICES

| Item No.                                              | Principal       | Senior PM         | Project Engineer  | Project Designer | Designer (CAD) | Project Coordinator | Total      | Cost               |
|-------------------------------------------------------|-----------------|-------------------|-------------------|------------------|----------------|---------------------|------------|--------------------|
| <b>BIDDING PHASE</b>                                  | \$338.00        | \$273.00          | \$211.00          | \$161.00         | \$161.00       | \$158.00            | Hours      | Summary            |
| 1 Assist Sponsor with Advertising Invitation for Bids |                 | 2                 |                   |                  |                | 2                   | 4          | \$862.00           |
| 2 Provide technical assistance during bidding         | 1               | 8                 | 2                 |                  |                | 1                   | 12         | \$3,102.00         |
| 3 Attend and assist with prebid meeting               |                 | 8                 | 4                 |                  |                | 2                   | 14         | \$3,344.00         |
| 4 Provide Online Bidding Platform/Read Bids Online    |                 | 2                 | 1                 |                  |                | 3                   | 6          | \$1,231.00         |
| 5 Prepare abstract of bids                            |                 | 1                 | 2                 |                  |                | 3                   | 6          | \$1,169.00         |
| 6 Prepare FAA grant application                       |                 | 1                 | 2                 | 1                |                | 2                   | 6          | \$1,172.00         |
| 7 Assist in the Preparation of the ADOT Grant         |                 | 2                 | 2                 |                  |                | 1                   | 5          | \$1,126.00         |
| 8 Assist in Award Notification                        |                 | 1                 | 2                 |                  |                | 1                   | 4          | \$853.00           |
| <b>Estimated Total Man-hours</b>                      | <b>1</b>        | <b>25</b>         | <b>15</b>         | <b>1</b>         | <b>0</b>       | <b>15</b>           | <b>57</b>  |                    |
| <b>Summary Costs</b>                                  | <b>\$338.00</b> | <b>\$6,825.00</b> | <b>\$3,165.00</b> | <b>\$161.00</b>  | <b>\$0.00</b>  | <b>\$2,370.00</b>   |            | <b>\$12,859.00</b> |
| <b>Reimbursables</b>                                  |                 |                   |                   |                  |                |                     |            |                    |
| Meals and Incidental Expenses Per Diem                |                 | 1                 |                   |                  |                | 1 Days              | \$68.00    | \$68.00            |
| Lodging Per Diem                                      |                 |                   |                   |                  |                | 0 Days              | \$150.00   | \$0.00             |
| Rental Car                                            |                 |                   |                   |                  |                | 0 Days              | \$125.00   | \$0.00             |
| Mileage                                               |                 | 27                |                   |                  |                | 27 Miles            | \$0.700    | \$18.90            |
| Aircraft Rental and Pilot                             |                 | 1                 |                   |                  |                | 1 Trips             | \$1,694.00 | \$1,694.00         |
| Misc Expenses                                         |                 | 500               |                   |                  |                | \$ 500 Actual Cost  |            | \$500.00           |
| <b>Total Bidding Phase:</b>                           |                 |                   |                   |                  |                |                     |            | <b>\$15,139.90</b> |
|                                                       |                 |                   |                   |                  |                |                     | use        | \$15,130.00        |

## Detailed Engineering Fee Breakout

AIRPORT: Show Low Regional Airport  
 LOCATION: Show Low, Arizona  
 AIP GRANT NO.: 3-04-0035-034-2025

LOCHNER PROJECT NUMBER: 24181  
 DATE: 4/7/25  
 REV. NO:

### III. A. CONSTRUCTION ADMINISTRATION SERVICES

| Item No.                                             | Principal         | Senior PM          | Project Engineer   | Field Engineering Supervisor | Project Designer | Project Coordinator | Total       | Cost               |
|------------------------------------------------------|-------------------|--------------------|--------------------|------------------------------|------------------|---------------------|-------------|--------------------|
| <b>CONSTRUCTION ADMINISTRATION</b>                   | \$338.00          | \$273.00           | \$211.00           | \$211.00                     | \$161.00         | \$158.00            | Hours       | Summary            |
| 1 Coordinate Const Contract Documents                |                   | 2                  | 4                  |                              |                  | 2                   | 8           | \$1,706.00         |
| 2 Prepare Release for Construction Project Documents |                   | 2                  | 2                  |                              | 2                | 2                   | 8           | \$1,606.00         |
| 3 Review and Accept Contractor SPCD                  |                   | 1                  | 2                  |                              |                  |                     | 3           | \$695.00           |
| 4 Conduct Pre-Construction Conference                |                   | 2                  | 10                 | 2                            |                  |                     | 14          | \$3,078.00         |
| 5 Assist with Survey Control Trouble Shooting        |                   |                    | 2                  |                              |                  |                     | 2           | \$422.00           |
| 6 Provide Technical Assistance During Construction   | 4                 | 30                 | 15                 |                              |                  |                     | 49          | \$12,707.00        |
| 7 Conduct Virtual Pre-Paving Conference              |                   | 3                  | 3                  |                              |                  |                     | 6           | \$1,452.00         |
| 8 Prepare Change Orders and Supplemental Agreements  |                   | 2                  | 3                  |                              |                  | 1                   | 6           | \$1,337.00         |
| 9 Review and Certify Monthly Contractor Pay Requests |                   | 3                  | 6                  |                              |                  | 3                   | 12          | \$2,559.00         |
| 10 Provide Review of Submittals                      |                   | 2                  | 6                  |                              |                  | 2                   | 10          | \$2,128.00         |
| <b>Estimated Total Man-hours</b>                     | <b>4</b>          | <b>47</b>          | <b>53</b>          | <b>2</b>                     | <b>2</b>         | <b>10</b>           | <b>118</b>  |                    |
| <b>Summary Costs</b>                                 | <b>\$1,352.00</b> | <b>\$12,831.00</b> | <b>\$11,183.00</b> | <b>\$422.00</b>              | <b>\$322.00</b>  | <b>\$1,580.00</b>   |             | <b>\$27,690.00</b> |
| <b>Reimbursables</b>                                 |                   |                    |                    |                              |                  |                     |             |                    |
| Meals and Incidental Expenses Per Diem               |                   |                    | 1                  |                              |                  | 1 Days              | \$68.00     | \$68.00            |
| Lodging Per Diem                                     |                   |                    |                    |                              |                  | 0 Days              | \$150.00    | \$0.00             |
| Rental Car                                           |                   |                    |                    |                              |                  | 0 Days              | \$125.00    | \$0.00             |
| Mileage                                              |                   |                    | 27                 |                              |                  | 27 Miles            | \$0.700     | \$18.90            |
| Aircraft Rental and Pilot                            |                   |                    | 1                  |                              |                  | 1 Trips             | \$1,694.00  | \$1,694.00         |
| Misc Expenses                                        |                   | 500                |                    |                              |                  | \$ 500              | Actual Cost | \$500.00           |
| <b>Total Construction Admin Phase:</b>               |                   |                    |                    |                              |                  |                     |             | <b>\$29,970.90</b> |
|                                                      |                   |                    |                    |                              |                  |                     |             | use \$29,970.00    |

## Detailed Engineering Fee Breakout

AIRPORT: Show Low Regional Airport  
 LOCATION: Show Low, Arizona  
 AIP GRANT NO.: 3-04-0035-034-2025

LOCHNER PROJECT NUMBER: 24181  
 DATE: 4/7/25  
 REV. NO:

### III. B. CONSTRUCTION OBSERVATION SERVICES

| Item No.                                              | Principal     | Senior PM         | Project Engineer   | Field Engineering Supervisor |  | Project Coordinator | Total      | Cost               |
|-------------------------------------------------------|---------------|-------------------|--------------------|------------------------------|--|---------------------|------------|--------------------|
| <b>CONSTRUCTION OBSERVATION</b>                       | \$338.00      | \$273.00          | \$211.00           | \$211.00                     |  | \$158.00            | Hours      | Summary            |
| 1 Provide Part-Time Representative (Project Engineer) |               |                   | 35                 |                              |  |                     | 35         | \$7,385.00         |
| 2 Prepare and Submit Weekly Inspection Reports        |               | 3                 | 5                  | 9                            |  |                     | 17         | \$3,773.00         |
| 3 Conduct Final Inspection                            |               | 3                 | 10                 |                              |  |                     | 13         | \$2,929.00         |
| <b>Estimated Total Man-hours</b>                      | <b>0</b>      | <b>6</b>          | <b>50</b>          | <b>9</b>                     |  | <b>0</b>            | <b>65</b>  |                    |
| <b>Summary Costs</b>                                  | <b>\$0.00</b> | <b>\$1,638.00</b> | <b>\$10,550.00</b> | <b>\$1,899.00</b>            |  | <b>\$0.00</b>       |            | <b>\$14,087.00</b> |
| <b>Reimbursables</b>                                  |               |                   |                    |                              |  |                     |            |                    |
| Meals and Incidental Expenses Per Diem                |               |                   | 6                  |                              |  | 6 Days              | \$68.00    | \$408.00           |
| Lodging Per Diem                                      |               |                   |                    |                              |  | 0 Days              | \$150.00   | \$0.00             |
| Rental Car                                            |               |                   |                    |                              |  | 0 Days              | \$125.00   | \$0.00             |
| Mileage                                               |               |                   | 162                |                              |  | 162 Miles           | \$0.700    | \$113.40           |
| Aircraft Rental and Pilot                             |               |                   | 6                  |                              |  | 6 Trips             | \$1,694.00 | \$10,164.00        |
| On-site Cell Phone and Internet Costs                 |               |                   |                    |                              |  | 0 Months            | \$100.00   | \$0.00             |
| Misc Expenses                                         |               | 500               |                    |                              |  | \$ 500 Actual Cost  |            | \$500.00           |
| <b>Total Construction Observation:</b>                |               |                   |                    |                              |  |                     |            | <b>\$25,272.40</b> |
|                                                       |               |                   |                    |                              |  |                     |            | use \$25,270.00    |

### IV. PROJECT CLOSEOUT

| Item No.                                    | Principal       | Senior PM         | Project Engineer  | Airport Planner | Designer (CAD)  | Project Coordinator | Total      | Cost              |
|---------------------------------------------|-----------------|-------------------|-------------------|-----------------|-----------------|---------------------|------------|-------------------|
| <b>PROJECT CLOSEOUT</b>                     | \$338.00        | \$273.00          | \$211.00          | \$239.00        | \$161.00        | \$158.00            | Hours      | Summary           |
| 1 Prepare Summary of Tests                  |                 | 1                 | 4                 |                 |                 |                     | 5          | \$1,117.00        |
| 2 Assist Sponsor with Grant Closeout Docs   |                 | 2                 | 4                 |                 |                 | 4                   | 10         | \$2,022.00        |
| 3 Update ALP to reflect As-built Conditions |                 |                   |                   | 2               | 1               |                     | 3          | \$639.00          |
| 4 Update Airport Facilities Diagram         |                 | 2                 | 2                 |                 | 2               |                     | 6          | \$1,290.00        |
| 5 Prepare Record Drawings                   | 1               | 1                 |                   |                 | 2               |                     | 4          | \$933.00          |
| 6 Prepare Final Report                      | 1               | 3                 | 8                 |                 |                 | 2                   | 14         | \$3,161.00        |
| <b>Estimated Total Man-hours</b>            | <b>2</b>        | <b>9</b>          | <b>18</b>         | <b>2</b>        | <b>5</b>        | <b>6</b>            | <b>42</b>  |                   |
| <b>Summary Costs</b>                        | <b>\$676.00</b> | <b>\$2,457.00</b> | <b>\$3,798.00</b> | <b>\$478.00</b> | <b>\$805.00</b> | <b>\$948.00</b>     |            | <b>\$9,162.00</b> |
| <b>Reimbursables</b>                        |                 |                   |                   |                 |                 |                     |            |                   |
| Meals and Incidental Expenses Per Diem      |                 |                   |                   |                 |                 | 0 Days              | \$68.00    | \$0.00            |
| Lodging Per Diem                            |                 |                   |                   |                 |                 | 0 Days              | \$150.00   | \$0.00            |
| Rental Car                                  |                 |                   |                   |                 |                 | 0 Days              | \$125.00   | \$0.00            |
| Mileage                                     |                 |                   |                   |                 |                 | 0 Miles             | \$0.700    | \$0.00            |
| Aircraft Rental and Pilot                   |                 |                   |                   |                 |                 | 0 Trips             | \$1,694.00 | \$0.00            |
| Misc Expenses                               |                 | 250               |                   |                 |                 | \$ 250 Actual Cost  |            | \$250.00          |
| <b>Total Project Closeout:</b>              |                 |                   |                   |                 |                 |                     |            | <b>\$9,412.00</b> |
|                                             |                 |                   |                   |                 |                 |                     |            | use \$9,410.00    |



## Detailed Engineering Fee Breakout

**AIRPORT:** Show Low Regional Airport  
**LOCATION:** Show Low, Arizona  
**AIP GRANT NO.:** 3-04-0035-034-2025

**LOCHNER PROJECT NUMBER:** 24181  
**DATE:** 4/7/25  
**REV. NO.:**

### V. SPECIAL SERVICES

| Item No.                                | Principal | Senior PM     | DBE Coordinator | Airport Planner | Designer (CAD) | Project Coordinator | Total Hours   | Cost Summary |
|-----------------------------------------|-----------|---------------|-----------------|-----------------|----------------|---------------------|---------------|--------------|
| <b>SPECIAL SERVICES - In House</b>      |           |               |                 |                 |                |                     |               |              |
| 1 N/A                                   | \$338.00  | \$273.00      | \$165.00        | \$239.00        | \$161.00       | \$158.00            | 0             | \$0.00       |
| <b>Estimated Total Man-hours</b>        |           | <b>0</b>      | <b>0</b>        | <b>0</b>        | <b>0</b>       | <b>0</b>            | <b>0</b>      |              |
| <b>Summary Costs</b>                    |           | <b>\$0.00</b> | <b>\$0.00</b>   | <b>\$0.00</b>   | <b>\$0.00</b>  | <b>\$0.00</b>       | <b>\$0.00</b> |              |
| <b>SPECIAL SERVICES - Subconsultant</b> |           |               |                 |                 |                |                     |               |              |
| DBE Plan Assistance                     |           |               |                 |                 |                |                     |               | \$2,200.00   |
| Title VI Plan Assistance (Non-AIP)      |           |               |                 |                 |                |                     |               | \$4,400.00   |
| Acceptance Testing                      |           |               |                 |                 |                |                     |               | \$34,780.00  |
|                                         |           |               |                 |                 |                |                     |               |              |

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Resolution No. R2025-21 Approving Amendment to Intergovernmental Agreement with Navajo County for Use of Community Emergency Notification System (Greg Westover)

**RECOMMENDATION**

I **MOVE** to adopt Resolution No. R2025-21 approving an amendment to the intergovernmental agreement with Navajo County to allow Show Low to use Navajo County Emergency Management's emergency notification system.

**BACKGROUND**

Navajo County Emergency Management has an emergency notification system used to notify citizens of the County and City in cases of emergency, disaster, or community concern. This notification system is paid for by Navajo County.

Show Low partners with Navajo County in using the emergency notification system as a way to keep our citizens informed. With this amendment, Navajo County will continue to provide access, training, and maintenance of the system as long as funding is available.

The agreement is for one year and will automatically renew for up to four additional years unless terminated by either party. The agreement allows for termination by either party with 30 days' written notice.

Staff recommends adopting Resolution No. R2025-21 approving an amendment to the intergovernmental agreement with Navajo County to allow Show Low to use Navajo County Emergency Management's emergency notification system.

**ATTACHMENTS**

1. Resolution No. R2025-21
2. IGA with Navajo County for Emergency Management

**FISCAL IMPACT**

N/A

**CITY OF SHOW LOW RESOLUTION NO. R2025-21**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY  
OF SHOW LOW, ARIZONA, APPROVING AN AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT WITH NAVAJO COUNTY  
FOR USE OF COMMUNITY EMERGENCY NOTIFICATION  
SYSTEM**

**RECITALS:**

**WHEREAS**, ARS §§ 11-951 and 11-952 authorize public agencies such as Navajo County and the City of Show Low to enter into intergovernmental agreements for joint or cooperative action; and

**WHEREAS**, Navajo County Emergency Management has an emergency notification system paid for by Navajo County through a grant and is used to notify citizens of the County and City in cases of emergency, disaster, or community concern; and

**WHEREAS**, the City and the County previously entered into an Intergovernmental Agreement for the provision of emergency notifications to the citizens of Navajo County and the City; and

**WHEREAS**, the City and County desire to extend the term of the Intergovernmental Agreement for emergency notifications for an additional one-year term and will automatically renew for up to four additional years.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the City of Show Low, Arizona, hereby approve the Amendment to Intergovernmental Agreement with Navajo County for use of Community Emergency Notification System.

**BE IT FURTHER RESOLVED** authorizing the Mayor to sign said Amendment.

**PASSED AND ADOPTED** this 17th day of June, 2025, by the Mayor and Council of the City of Show Low, Arizona.

---

John Leech, Jr., Mayor

ATTEST:

---

Rachael Hall, City Clerk

APPROVED AS TO FORM:

---

Anna M. Atencio, City Attorney

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT**

**Between**

**Navajo County on behalf of Navajo County Emergency Management**

**And**

**City of Show Low**

**THIS AMENDMENT IS MADE THIS 13<sup>th</sup> DAY OF May, 2025** between the City of Show Low, an Arizona Municipal Corporation, ("City"), and Navajo County, a political subdivision of the State of Arizona, ("County") on behalf of Navajo County Emergency Management.

**WHEREAS**, the City and the County previously entered into an Intergovernmental Agreement for the provision of emergency notifications to the citizens of Navajo County and the City; and

**WHEREAS**, the City and County desire to extend the term of the Intergovernmental Agreement for emergency notifications for an additional one (1) year term.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 7; DURATION is amended as follows:

**The term of this IGA shall be for one (1) year effective June 23, 2025 and will automatically renew for up to 4 additional years unless terminated by either party,**

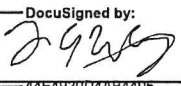
All other provisions of the IGA shall remain as agreed upon on May 17, 2016, unless expressly revised or addressed hereinafter. Any inconsistencies between this Amendment and the IGA shall be controlled by the provisions of this Amendment.

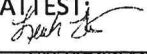
IN WITNESS WHEREOF, the parties to this Amendment to Intergovernmental Agreement for emergency notifications have caused their names to be affixed hereto by their duly authorized officers.

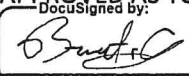
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**SIGNATURE SHEET**

Navajo County

DocuSigned by:  
By:   
44E4920D4AB4405...  
Chairman, Navajo County Board of Supervisors  
Date: 5/13/2025 | 09:32:47 PDT

Signed by:  
ATTEST:  
  
F0DFCC1464FA42D...  
Clerk of Board

Deputy APPROVED AS TO FORM AND CONTENT  
DocuSigned by:  
  
05469ED64F724F1...  
Attorney

City of Show Low

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

ATTEST:

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

APPROVED AS TO FORM AND CONENT:

\_\_\_\_\_  
City Attorney

**MINUTES OF THE STUDY SESSION OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, JUNE 3, 2025, AT 6:00 PM IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA**

1. Call to Order.

Mayor Leech called the meeting to order at 6:02 p.m.

2. Roll Call.

**COUNCIL MEMBERS PRESENT:** Mayor Leech, Vice Mayor Kakavas (arrived at 6:04 p.m.), Councilman Adams, Councilman Clark (arrived 6:08 p.m.), Councilman Judd, and Councilman Whipple.

**COUNCIL MEMBERS ABSENT:** Councilman Hatch.

**STAFF MEMBERS PRESENT:** F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Bill Kopp, Public Works Director; Mike Mariscal, Community Services Director; Shane Hemesath, City Engineer; Rick Austin, Public Works Operations Manager; and Rachael Hall, City Clerk.

**GUESTS:** None.

3. Discussion of Downtown Parking.

Mr. Brown said the City currently had projects that were being worked on that would add more parking in the Downtown area. He said there were currently no parking regulations or restrictions. He said the lack of consistent regulations resulted in complaints, such as the previous UPS parking issue. Proposed requirements included two-hour parking (8:30 a.m. to 5:30 p.m.) for business areas to encourage turnover, with overnight parking allowed in certain areas to accommodate residents. Specific problem areas, such as in front of City Hall and the library, were targeted for 'no overnight parking' to prevent people from camping in vehicles and misusing free internet access. He said staff was seeking the City Council's recommendations for parking restrictions and an overall plan for the Downtown Area.

Mr. Kopp presented a detailed map outlining the proposed parking signage: two-hour parking signs, no overnight parking, and no parking. The plan addressed issues with narrow streets like Cooley, where all parking would be prohibited due to limited space and the availability of private lots for customers. The zoning plan also covered mixed-use areas that previously had mismatched or unregulated parking, aiming to create a more organized and enforceable system. Mr. Austin displayed sample signs, and the group discussed the rationale for each designation, including the need to protect residential parking and manage business customer turnover.

Mr. Kopp discussed the impact of events on parking requirements, such as the potential need for four-hour parking restrictions at new developments like Woody's parking lot, which was scheduled to begin construction in the next few weeks.

Mayor Leech voiced concerns regarding special event nights leading to full occupancy, insufficient turnover for restaurants, and the risk of employees

occupying customer spaces all day. He said he talked with two restaurant owners in the area, one preferred the two-hour limit for higher turnover, and the other preferred the four-hour limit for event flexibility. He said both owners seemed flexible with either time limits.

Mayor Leech expressed the importance of promptly marking new lots with appropriate signage and monitoring their use.

Mr. Kopp reviewed parking rule changes for various blocks. For example, a two-hour zone on Cooley would be converted to 'no parking' due to street width and traffic flow concerns. On 11th and Owens, zones would be adjusted to balance business needs and residential overnight parking. Surface lots, such as those around McNeil and the City-owned lot behind the transmission shop, were discussed, with some already designated for overnight parking and others to be monitored for potential misuse.

Vice Mayor Kakavas asked for No-Overnight Parking signage at the pickleball courts.

Mr. Brown said staff would monitor downtown parking zones for compliance and adjust restrictions if issues developed. He said staff would educate and coordinate with the senior patrol on new parking enforcement procedures, ensuring they were prepared to enforce the updated rules.

#### 4. Discussion of City Council Recognition of Youth Sports and Organizations.

Councilman Clark said this item was brought up for the Council to discuss the standards for recognizing student achievements, focusing on distinctions between AIA-recognized state championships, club championships, and other types of competitions. He said the conversation was prompted by a recent situation where a student received a state championship trophy from a club pickleball event that was not AIA-sanctioned, leading to questions about what qualified for official recognition by the Council. He said he knew the Council wanted to recognize excellence in the community, but there was a need for clearer criteria, particularly to avoid recognizing every club or mixed-town team achievement.

Mr. Brown said the Council usually recognized school teams who won state championships, but recently there were a few teams that were recognized for going to state tournaments but maybe not necessarily winning state. He said staff was looking for standards that the Council would like to implement for official recognition.

Vice Mayor Kakavas expressed recognizing school-sanctioned teams and not necessarily local traveling sports teams.

Councilman Adams agreed and said he thought the Council should recognize state champions for school or AIA-sanctioned competitions.

Councilman Clark agreed and added that he would like the Council to also



recognize White Mountain League Champions for the Jr. High School level.

Ms. Hall mentioned other teams such as the STEM High School team or the Robotics team, and the competitions that they attend which were school-sanctioned events.

Many Councilmembers agreed that any school and/or AIA-sanctioned champions should be officially recognized by the Council and other great accomplishments could be recognized on a case-by-case basis approved by the Mayor.

5. Adjournment.

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE STUDY SESSION OF THE SHOW LOW CITY COUNCIL OF JUNE 3, 2025, AT 6:34 P.M.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Rachael Hall, City Clerk

\_\_\_\_\_  
John Leech, Jr., Mayor

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council of Show Low held on June 3, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Rachael Hall, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL  
HELD ON TUESDAY, JUNE 3, 2025, AT 7:00 PM IN THE CITY COUNCIL  
CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY,  
ARIZONA**

1. Call to Order

Mayor Leech called the meeting to order at 7:00 p.m.

2. Roll Call

**COUNCIL MEMBERS PRESENT:** Mayor Leech, Vice Mayor Kakavas, Councilman Adams, Councilman Clark, Councilman Judd, Councilman Whipple

**COUNCIL MEMBERS ABSENT:** Councilman Hatch.

**STAFF MEMBERS PRESENT:** F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Brad Provost, Police Chief; Bill Kopp, Public Works Director; Mike Mariscal, Community Services Director; Greg Westover, Police Commander; Shane Hemesath, City Engineer; Rick Austin, Public Works Operations Manager; Mischa Steinbrecher, Finance Manager; and Rachael Hall, City Clerk.

**GUESTS:** Lacey Womack, Jeremy Lidas, Roger Llewellyn, Curt Fernau, and others.

3. Invocation

Councilman Judd gave the invocation.

4. Pledge of Allegiance

Councilman Adams led the Council and audience in the pledge of allegiance.

5. **CALL TO THE PUBLIC:**

Any citizen desiring to speak on a matter that is within the jurisdiction of the City Council may do so at this time. Comments shall be limited to three minutes per person and shall be addressed to the City Council as a whole, and not to any individual member. Issues raised shall be limited to those within the jurisdiction of the City Council. Pursuant to the Arizona Open Meeting Law, the City Council cannot discuss or act on items presented at this time. At the conclusion of the call to the public, individual City Council members may (1) respond to criticism made by those who have spoken, (2) ask staff to review a matter, and (3) ask that a matter be put on a future agenda.

Doug Roberts said the Cruz'n Down the Deuce would be held June 6, and the Cruz'n the Rim Car Show would be held on June 7, 2025, at Frontier Park.

6. **SPECIAL EVENTS:**

- A. Recognition of Show Low High School Wrestling State Champions Councilmembers congratulated Show Low Junior High State Champion Wrestler, Johnny Wilhelm, and Show Low High School State Champion Wrestler, Ruthie Wilhelm.

7. **CONSENT CALENDAR:**

- A. Consideration of Resolution No. R2025-15 Authorizing Intergovernmental Agreement with Navajo County Community College District for Northeastern Arizona Law Enforcement Training Academy (Greg Westover)
- B. Consideration of Approval of Cooperative Purchasing Agreement (Rick Austin)
- C. Consideration of Minutes of Show Low City Council meetings:
  - 1. Regular Meeting of May 20, 2025

Councilman Clark declared a conflict of interest due to his employment with Navajo County.

**VICE MAYOR KAKAVAS MOVED TO APPROVE THE CONSENT CALENDAR AS PRESENTED; SECONDED BY COUNCILMAN ADAMS; PASSED 5 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR, AND COUNCILMAN CLARK ABSTAINING FROM THE VOTE.**

8. **NEW BUSINESS:**

- A. **PUBLIC HEARING** - Application Submitted by White Mountain Moose Lodge 2650 for Bingo License at 145 North White Mountain Road, Suite E, Show Low, Arizona (Rachael Hall)

Ms. Hall said the White Mountain Moose Lodge 2650 previously held an approved bingo license for its location at 145 North White Mountain Road, Suite E, in Show Low. However, that license had lapsed, and they had to submit an application for a new bingo license. Unlike liquor licenses, which were administered by the Department of Liquor Licenses and Control, bingo licenses were controlled by the Arizona Department of Revenue.

Ms. Hall said the White Mountain Moose Lodge has completed the bingo license application and necessary associated documents. However, before the application can be submitted, state statutes mandate that the City Council hold a hearing to consider approving or denying the application. After the hearing, the application is submitted to the Department of Revenue with the Council's recommendation that the license be approved or disapproved.

Ms. Hall said as stated on the application form, the Moose Lodge planned to play bingo on Wednesdays and Saturdays from 2:00 p.m. to 4:00 p.m. Copies of the entire application packet, which included the required individual affidavits, rental agreement, Moose Lodge articles of incorporation and bylaws, list of officers, etc., was attached and representatives of the Moose Lodge were present to answer any questions.

**COUNCILMAN JUDD MOVED TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF REVENUE, BINGO SECTION, OF THE APPLICATION SUBMITTED BY WHITE MOUNTAIN MOOSE LODGE 2650 FOR A BINGO LICENSE; SECONDED BY COUNCILMAN WHIPPLE; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

- B. Consideration of Award of Construction Contract for Fools Hollow Subdivision Waterline Replacement Phase II, City of Show Low Project No. W-5525 (Shane Hemesath)

Mr. Hemesath said the 2025 City Budget included \$1,250,000.00 in funding for a waterline replacement labeled Fools Hollow AC replacement Phase II. The project scope included installing approximately 5,200 linear feet of new eight- inch C-900 PVC waterline, including fire hydrants, new water services, and required fittings. The scope of work also included installing any concrete or pavement removed during the work. The work would take place in the Fools Hollow Subdivision along North 22nd Drive, West Sylvester Circle, West Thornton, North Beaman Circle, and North 22nd Way in Show Low, Arizona. This was the final phase of waterline replacement in this area.

Mr. Hemesath said the project was designed by City engineering staff with an engineer's construction estimate of \$1,150,000.00. The project was publicly bid, and the following bids were received:

Contractor

Total Bid

|                                        |                |
|----------------------------------------|----------------|
| Gunner Contracting LLC                 | \$920,166.37   |
| Western Grade LLC                      | \$984,203.81   |
| Apache Underground and Excavating      | \$988,421.00   |
| Central Arizona Civil Construction Co. | \$1,157,618.00 |

Mr. Hemesath said the City had not worked with Gunner Contracting LLC and was unaware of any projects completed in the area. Staff requested additional information from Gunner Contracting LLC, including current staffing levels, equipment available for the project, and references. Gunner Contracting LLC met with the City to explain that they were a new company with employees who have completed similar work within Arizona. They provided a project staffing plan and a schedule to perform the work. Financial documents and evidence for bonding capabilities were also provided.

Mr. Hemesath said staff recommended awarding the construction contract for Fools Hollow Waterline Replacement Phase II to Gunner Contracting LLC in an amount not to exceed \$920,166.37.

**VICE MAYOR KAKAVAS MOVED TO APPROVE THE CONSTRUCTION CONTRACT FOR FOOLS HOLLOW WATERLINE REPLACEMENT PHASE II, CITY OF SHOW LOW PROJECT NO. W-5525, TO GUNNER CONTRACTING LLC IN AN AMOUNT NOT TO EXCEED \$920,166.37; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

C. Consideration of Acceptance of Waterline Extension Agreement for North 16th Avenue (Shane Hemesath)

Mr. Hemesath said the City was approached by residents located on North 16th Avenue asking to connect to the City's water distribution system. In order for the residents to connect to the City's water system, approximately 850 linear feet of an eight-inch water main extension would need to be installed. Estimates for the work were around \$100,000.00. The City did not have a current project planned in the budget for this work. After bid savings from other capital projects were realized, the City asked the residents to partner on the project. The City would contribute \$50,000.00 and fire hydrants towards the project in an effort to enhance fire protection city-wide.

Mr. Hemesath said the residents hired Perkins Cinders to install the main, and the City provided inspection and testing services for the project.

Mr. Hemesath said due to the location of the waterline extension, other

property owners may likely connect or further extend the water infrastructure in this area. Per City Code, a line extension agreement may be agreed upon, which allowed the original project owners the ability to recover some construction costs over the next ten years. During that period, additional parties connecting to the line extension or further extensions would reimburse the original participating parties with a portion of the costs based off the frontage of the connecting lot.

Mr. Hemesath said staff recommended accepting the Waterline Extension Agreement for the North 16th Avenue Waterline Extension.

Vice Mayor Kakavas asked why the residents were not required to create an improvement district for this type of infrastructure improvement. Mr. Hemesath said for smaller waterline extensions such as this project, requesting residents to create an improvement district was not a practice that the City normally required.

Mayor Leech asked if some residents in the area were on a shared well and if they would have to pay to connect to the water. Mr. Hemesath said yes, there were some residents that were on a shared well and if they decided to connect to the City's water, then they would be required to pay the capacity and meter fees to connect to the City's water.

Councilman Clark asked if residents that were on a shared well would be mandated to connect to the City's water. Mr. Hemesath said no, the City would not mandate residents to connect to the City's water system.

**COUNCILMAN ADAMS MOVED TO ACCEPT THE WATERLINE EXTENSION AGREEMENT FOR THE NORTH 16TH AVENUE WATERLINE EXTENSION; SECONDED BY COUNCILMAN CLARK; PASSED 6 TO 1 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR, AND VICE MAYOR KAKAVAS WITH THE DISSENTING VOTE.**

- D. Consideration of Adopting Resolution No. R2025-17 Accepting Donation of Land and Approving Fourth Amendment to Show Low Bluff Agreement (Anna Atencio)

Ms. Atencio said on December 7, 2010, the City entered into the Show Low Bluff Agreement with the then-owners and developers. On February 17, 2015, the City approved an Amended Development Agreement with SRH Holdings, LLC as the owner of the property and Show Low Bluff Development Corporation as the Developer. The City approved a Second Amendment to the Show Low Bluff Development Agreement on April 16, 2019, with SRH Holdings, LLC as owner and developer. On December 5,

2023, the City approved the Third Amendment to the Show Low Bluff Development Agreement whereby SRH Holdings deeded specific land, A.P.N.s 210-28-036 and 210-28-037, approximately nine acres, for the Show Low Sports and Event Center Project.

Ms. Atencio said as the event center planning had progressed, it had been determined that, in order to best suit the Show Low Sports and Event Center Project, a different parcel, A.P.N. 210-28-035, would work better than the previously planned parcel, A.P.N. 210-28-037. It was the desire of the Parties to modify the Agreement with the Fourth Amendment to the Show Low Bluff Development Agreement to reflect that SRH Holdings would deed to the City approximately nine acres of land dedicated to the Show Low Sports and Event Center Project. The proposed nine acres were comprised of parcels described as A.P.N. 210-28-036 and A.P.N. 210-28-035. The actual dimensions may be adjusted on the final design. All other terms of the Amended Development Agreement dated February 17, 2015, and Amendments thereto, shall remain the same.

Ms. Atencio said staff recommended adopting Resolution No. R2025-17 accepting donation of land known as A.P.N. 210-28-035 and A.P.N. 210-28-036, approving the Fourth Amendment to the Show Low Bluff Development Agreement, and authorizing the Mayor to sign the Agreement.

**COUNCILMAN CLARK MOVED TO ADOPT RESOLUTION NO. R2025-17 ACCEPTING DONATION OF LAND KNOWN AS A.P.N. 210-28-035 AND A.P.N. 210-28-036, APPROVING THE FOURTH AMENDMENT TO THE SHOW LOW BLUFF DEVELOPMENT AGREEMENT, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; SECONDED BY MAYOR LEECH; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

- E. Consideration of Ordinance No. 2025-03, Authorizing Purchase of Real Property Known as A.P.N. 210-23-009E from JED Owens, LLC (Anna Atencio)

Ms. Atencio said Jim Owens, on behalf of JED Owens, LLC, approached the City about wanting to sell family property to the City. The property, A.P.N. 210-23-009E, was 49.7 acres near Show Low Bluff, with portions bordering Show Low Creek. The City was originally interested in the land along the Creek for preservation and possible future expansion of Meadow Park. After several discussions with city staff, Jim Owens made a favorable offer for the entire parcel.

Ms. Atencio said the agreement was for the sale of the entire property, 49.76 acres, at \$30,000.00 per acre. JED Owens, LLC would donate four acres along Show Low Creek to the City. They would further discount the sale price by five percent in lieu of realtor commissions. The donation of four acres was valued at \$120,000.00. The five percent discount was an additional \$68,640.00 savings. The adjusted purchase price to the City was \$1,304,160.00. Payments would be made over three years at zero percent interest.

Ms. Atencio said the parcel had a couple of access easements to the property, including an easement out to Penrod Road.

Ms. Atencio said in the agreement that was given to the City Council in the agenda packet had said that the City and JED Owens LLC would split the escrow however Mr. Owens called staff today and due to circumstances he asked that the City fully fund the escrow.

Ms. Atencio said the property purchase would allow for additional preservation along Show Low Creek and provide for many potential uses in the future.

Ms. Atencio said staff recommended adopting Ordinance No. 2025-03 for the purchase of the property.

Vice Mayor Kakavas declared a conflict for this item.

**BY UNANIMOUS CONSENT, MS. HALL READ ORDINANCE NO. 2025-03 BY TITLE ONLY SINCE ALL COUNCIL MEMBERS HAVE A COPY.**

**COUNCILMAN WHIPPLE MOVED TO ADOPT ORDINANCE NO. 2025-03, AUTHORIZING THE PURCHASE OF REAL PROPERTY KNOWN AS A.P. N. 210-23-009E FROM JED OWENS, LLC; SECONDED BY COUNCILMAN CLARK; PASSED 5 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR, AND VICE MAYOR KAKAVAS ABSTAINING FROM THE VOTE.**

- F. Consideration of Resolution No. R2025-16 Adopting Tentative Budget and Establishing Expenditure Limitation for Fiscal Year Ending June 30, 2026 (Justin Johnson)

Mr. Johnson reviewed the tentative budget for Fiscal Year 2026. The presentation would be attached to minutes. He said the required forms would be published twice in the local newspaper, and the City Council would be asked to adopt them as final on June 17, 2025, following a public



hearing on the budget.

**COUNCILMAN CLARK MOVED TO ADOPT RESOLUTION NO. R2025-16 ADOPTING THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR FISCAL YEAR 2026 AT \$133,146,984.00; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

9. **AT THIS TIME, THE CITY COUNCIL WILL RECESS INTO A SPECIAL MEETING OF THE SHOW LOW BLUFF COMMUNITY FACILITIES DISTRICT BOARD TO ADOPT THE TENTATIVE BUDGET FOR FISCAL YEAR 2025-26 FOR THE DISTRICT:**

The Show Low City Council recessed into a Special Meeting of the Show Low Bluff Community Facilities District Board at 7:43 p.m. The Show Low City Council reconvened at 7:46 p.m.

10. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

None.

B. Mayor

Mayor Leech encouraged citizens to drive cautiously in the City during the summer months and thanked Arizona Department of Public Safety Patrol Officers for their help during the holiday weekends.

C. City Manager

Mr. Brown said the first annual Show Low Junior Rodeo would be held June 6-7, at Linden Valley Arena. The event would start at 6:00 p.m. and included events such as parent/offspring roping, barrel racing, ribbon roping, mutton busting, calf riding, steer riding, and more.

Mr. Brown said on June 6, the Cruz'n the Rim Car Show "Cruise the Deuce", would be starting at 5:30 p.m. from the corner of Hwy 60 and SR 260. The cars would cruise through the City on the Deuce of Clubs and end at Hatch Toyota with a hamburger burn event. Then on June 7, there would be the Cruz'n the Rim Car Show at Frontier Fields.

Mr. Brown said on June 13-14, was Show Low Days at Frontier Field. He said there would be live music, arts and crafts, game booths and food to

celebrate the history and heritage of our great mountain town.

11. **SCHEDULE OF MEETINGS:**

Scheduling of meetings, which may be brought up at this time.

Mr. Brown said there would be a joint study session with the Show Low School Board on June 19, 2025, at 6:00 p.m. at City Hall.

12. **EXECUTIVE SESSION:**

A. Confidentiality Statement.

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body or with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property pursuant to A.R.S. Sections 38- 431.03(A)(3) and 38-431.03(A)(7).

(1) Agenda Items 8.D and 8.E, if needed.

**\*NO EXECUTIVE SESSION WAS NEEDED FOR AGENDA ITEMS 8.D or 8.E.**

13. **POST EXECUTIVE SESSION:**

A. Consideration of any item on the Executive Session portion of this agenda which the Council may wish to take action upon in Open Session.

14. **ADJOURNMENT:**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF JUNE 3, 2025, AT 7:49 P.M.**

ATTEST:

APPROVED:

---

Rachael Hall, City Clerk

---

John Leech, Jr., Mayor

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of Show Low held on June 3, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

---

Rachael Hall, City Clerk

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Award of Contract to Show Low Construction, Inc. for Large Helicopter Parking Pads at Show Low Regional Airport and Authorization of Associated Budget Transfers (Jacob Allen)

**RECOMMENDATION**

I **MOVE** to award the contract to Show Low Construction, Inc. for Schedules I and II and alternatives 1A,1C, 2A, and 2C for the large helicopter parking pads at Show Low Regional Airport, contingent upon receiving concurrence from the FAA Program Manager and receipt of the FAA Grant Agreement, authorize associated budget transfers, and authorize the city manager to sign associated documents.

**BACKGROUND**

Bids were received for the above-noted project on May 8, 2025. One bid was received and is shown in the attached bid tabulation.

A great deal of effort was put forth to attract bidders to this project. A total of 43 potential bidders were sent the Invitation for Bids. A total of eight sets of plans and specifications were purchased by potential bidders, plan rooms, and suppliers. A 28-day bid period was established for this project. The advertisement for bids for the project was published for two consecutive weeks as part of the bid period. A pre-bid meeting was held onsite to answer questions and show the project to potential bidders.

The bid was reviewed for math errors, bid bonds, addenda acknowledgment and verification of federal disbarment. The bid appears to be responsive. A general review of the bid is summarized below:

Show Low Construction, Inc.

|                                              |                       |
|----------------------------------------------|-----------------------|
| Schedule I                                   | \$441,332.60          |
| Add Alternative 1A                           | \$134,137.81          |
| Add Alternative 1B<br>(for paved tow access) | \$ 64,250.00          |
| Add Alternative 1C                           | \$ 29,880.00          |
| <br>Schedule II                              | <br>\$290,038.00      |
| Add Alternative 2A                           | \$134,137.81          |
| Add Alternative 2B<br>(for paved tow access) | \$ 64,250.00          |
| Add Alternative 2C                           | \$ 39,270.00          |
| <b>Total</b>                                 | <b>\$1,197,296.22</b> |

Lochner's recommendation is to award Schedules I and II (without lighting improvements) and add Alternatives 1A, 1C, 2A, and 2C to Show Low Construction, Inc. for a total contract amount of \$906,096.22.

A revised grant application that incorporates the recommended bidders proposed cost at a 95% FAA share through Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grants (AIG) funds. Once approved, the revised grant application will be signed and forwarded to the FAA.

Total Project Cost= \$1,189,416.22  
FAA Share 95.00% \$ 1,129,945.00  
State Share 2.50% \$ 29,735.41  
Local Share ±2.50% \$ 29,735.81

Staff recommends awarding the contract to Show Low Construction, Inc. for Schedules I and II and 1A,1C, 2A, and 2C for the large helicopter parking pads at Show Low Regional Airport, contingent upon receiving concurrence from the FAA Program Manager and receipt of the FAA Grant Agreement, authorizing associated budget transfers, and authorizing the city manager to sign associated documents.

## **ATTACHMENTS**

1. Lochner Award Recommendation Letter
2. Show Low Regional Airport Grant Application FY25

## **FISCAL IMPACT**

Anticipated cost: \$1,189,416.22  
Funding source (account no.): Construct 2 Large Helicopter Parking Pads (11-750-495-7300-2401)

May 21, 2025

Mr. Jake Allen  
City of Show Low  
3150 East Airport Loop  
Show Low, Arizona 85901

**RE: Award Recommendation Letter**  
Schedule I – Construct West Helicopter Pad  
Schedule II – Construct East Helicopter Pad  
Show Low Regional Airport – Show Low, Arizona  
AIG No. 3-04-0035-034-2025 | Lochner No. 24181

Dear Mr. Allen,

Bids were received for the above noted project on May 8, 2025. One (1) bid was received and is shown in the attached bid tabulation.

The bid was reviewed for math errors, bid bonds, addenda acknowledgement and verification of federal disbarment. The bid appears to be responsive. A general review of the bid is summarized below:

| Show Low Construction, Inc. |                |
|-----------------------------|----------------|
| Schedule I -                | \$441,332.60   |
| Add Alternative 1A -        | \$134,137.81   |
| Add Alternative 1B -        | \$64,250.00    |
| Add Alternative 1C-         | \$29,880.00    |
| Schedule II -               | \$290,038.00   |
| Add Alternative 2A -        | \$134,137.81   |
| Add Alternative 2B -        | \$64,250.00    |
| Add Alternative 2C-         | \$39,270.00    |
| TOTAL                       | \$1,197,296.22 |

A great deal of effort was put forth to attract bidders to this project. A total of 43 potential bidders were sent the Invitation for Bids. A total of eight (8) sets of plans and specifications were purchased by potential bidders, plan rooms, and suppliers. A 28-day bid period was established for this project. The advertisement for bids for the project was published for two (2) consecutive weeks as part of the bid period. A pre-bid meeting was held onsite to answer questions and show the project to potential bidders.

Based on conversations with the City of Show Low, it is believed that sufficient funds are available for a portion of the budget listed below. We would recommend awarding Schedules I and II without lighting improvements and Add Alternatives 1A, 1C, 2A, and 2C. The attached bid tabulation shows what is recommended for award and is not.



A revised grant application is enclosed with this letter that incorporates the recommended bidders proposed cost at a 95% FAA share through IIJA-AIG funds. The revised grant application should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedules I and II without lighting improvements and Add Alternatives 1A, 1C, 2A, and 2C to Show Low Construction, Inc. for a total contract amount of \$906,096.22 upon receiving concurrence from the FAA Program Manager and receipt of the FAA Grant Agreement.

The following budget needs to be developed for AIG No. 3-04-0035-034-2025. The Engineering Services and Construction Services items are per our executed scopes of work (Task Order F (2023) and Task Order 1(2025)). The Sponsor Administration item covers the cost for advertising the project to get bid proposals from the contractors and for the independent fee reviews of our fee.

| <b>COST SUMMARY – AIG NO. 3-04-0035-034-2025</b> |                        |
|--------------------------------------------------|------------------------|
| Engineering Services                             | \$ 176,390.00          |
| Construction Administration                      | \$ 99,430.00           |
| Sponsor Administration                           | \$ 7,500.00            |
| Construction Cost                                | \$ 906,096.22          |
| <b>TOTAL PROJECT COST</b>                        | <b>\$ 1,189,416.22</b> |
| FAA Share 95.00%                                 | \$ 1,129,945.00        |
| State Share 2.50%                                | \$ 29,735.41           |
| Local Share ±2.50%                               | \$ 29,735.81           |

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and a FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,  
**LOCHNER**

Jason Musselman, P.E.  
Arizona Market Lead

JM/cl

Enclosures: Bid Tabulation Showing Awarded Items  
Revised Grant Application

|                                            |                   |                                                                                               |               |                | Engineer Estimate     |                        | Show Low Construction, Inc. |                        |
|--------------------------------------------|-------------------|-----------------------------------------------------------------------------------------------|---------------|----------------|-----------------------|------------------------|-----------------------------|------------------------|
| Line Item                                  | Item Code         | Item Description                                                                              | UofM          | Quantity       | Unit Price            | Extension              | Unit Price                  | Extension              |
| Schedule I - Construct West Helicopter Pad |                   |                                                                                               |               |                |                       | \$204,505.00           |                             | \$357,932.60           |
| I-1                                        | C-100             | Contractor Quality Control Program (CQCP)                                                     | LS            | 1              | \$20,000.00           | \$20,000.00            | \$38,000.00                 | \$38,000.00            |
| I-2                                        | C-105             | Mobilization                                                                                  | LS            | 1              | \$20,000.00           | \$20,000.00            | \$80,000.00                 | \$80,000.00            |
| I-3                                        | S-103             | Construction Safety, Security, and Access                                                     | LS            | 1              | \$20,000.00           | \$20,000.00            | \$44,000.00                 | \$44,000.00            |
| I-4                                        | P-151             | Clearing                                                                                      | LS            | 1              | \$6,000.00            | \$6,000.00             | \$3,000.00                  | \$3,000.00             |
| I-5                                        | P-152             | Unclassified Excavation                                                                       | CY            | 1500           | \$15.00               | \$22,500.00            | \$18.00                     | \$27,000.00            |
| I-6                                        | S-25              | Geogrid                                                                                       | SY            | 540            | \$4.00                | \$2,160.00             | \$11.00                     | \$5,940.00             |
| I-7                                        | ADOT 303a         | Stabilized Subbase                                                                            | CY            | 180            | \$80.00               | \$14,400.00            | \$113.00                    | \$20,340.00            |
| I-8                                        | ADOT 303b         | Aggregate Base Course                                                                         | CY            | 120            | \$80.00               | \$9,600.00             | \$128.00                    | \$15,360.00            |
| I-9                                        | ADOT 303c         | Placement of Millings/Pulverized Material                                                     | SY            | 550            | \$7.00                | \$3,850.00             | \$16.00                     | \$8,800.00             |
| I-10                                       | ADOT 409          | Asphaltic Concrete (Miscellaneous Structural)                                                 | TON           | 60             | \$350.00              | \$21,000.00            | \$360.00                    | \$21,600.00            |
| I-11                                       | P-501             | Concrete Pavement                                                                             | CY            | 80             | \$600.00              | \$48,000.00            | \$880.00                    | \$70,400.00            |
| I-12                                       | P-620a            | Marking                                                                                       | SF            | 100            | \$2.00                | \$200.00               | \$11.00                     | \$1,100.00             |
| I-13                                       | P-620b            | Reflective Media                                                                              | LBS           | 10             | \$5.00                | \$50.00                | \$7.00                      | \$70.00                |
| I-14                                       | P-620c            | Temporary Marking                                                                             | SF            | 100            | \$2.25                | \$225.00               | \$11.00                     | \$1,100.00             |
| I-15                                       | D-701             | 12-Inch Reinforced Concrete Pipe                                                              | LF            | 56             | \$120.00              | \$6,720.00             | \$158.00                    | \$8,848.00             |
| I-16                                       | S-701             | 12-Inch Concrete Flared End Section                                                           | EA            | 2              | \$3,000.00            | \$6,000.00             | \$2,100.00                  | \$4,200.00             |
| I-17                                       | T-901             | Seeding                                                                                       | ACRE          | 0.6            | \$5,000.00            | \$3,000.00             | \$7,291.00                  | \$4,374.60             |
| <del>I-18</del>                            | <del>L-108a</del> | <del>Trenching for Direct Buried Conduit</del>                                                | <del>LF</del> | <del>400</del> | <del>\$10.00</del>    | <del>\$4,000.00</del>  | <del>\$34.00</del>          | <del>\$13,600.00</del> |
| <del>I-19</del>                            | <del>L-108b</del> | <del>No. 8 AWG, 5KV, L-824, Type C Cable, Installed in Conduit</del>                          | <del>LF</del> | <del>500</del> | <del>\$3.00</del>     | <del>\$1,500.00</del>  | <del>\$7.00</del>           | <del>\$3,500.00</del>  |
| <del>I-20</del>                            | <del>L-108c</del> | <del>No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench Above Conduit</del> | <del>LF</del> | <del>400</del> | <del>\$5.00</del>     | <del>\$2,000.00</del>  | <del>\$5.00</del>           | <del>\$2,000.00</del>  |
| I-21                                       | L-108d            | Aircraft Grounding Rod                                                                        | EA            | 2              | \$400.00              | \$800.00               | \$1,900.00                  | \$3,800.00             |
| <del>I-22</del>                            | <del>L-110</del>  | <del>Non-Encased 2-Inch PVC Electrical Conduit</del>                                          | <del>LF</del> | <del>400</del> | <del>\$10.00</del>    | <del>\$4,000.00</del>  | <del>\$9.00</del>           | <del>\$3,600.00</del>  |
| <del>I-23</del>                            | <del>L-125</del>  | <del>In-Pavement L-852E LED Medium Intensity Light</del>                                      | <del>EA</del> | <del>10</del>  | <del>\$2,000.00</del> | <del>\$20,000.00</del> | <del>\$6,070.00</del>       | <del>\$60,700.00</del> |



**Add Alternative 1A - Rock Stabilization****\$134,500.00****\$134,137.81**

|       |           |                                               |      |      |             |              |             |             |
|-------|-----------|-----------------------------------------------|------|------|-------------|--------------|-------------|-------------|
| 1A-1  | C-105     | Mobilization                                  | LS   | 1    | \$13,000.00 | \$13,000.00  | \$22,000.00 | \$22,000.00 |
| 1A-2  | P-152     | Unclassified Excavation                       | CY   | 800  | \$15.00     | \$12,000.00  | \$18.00     | \$14,400.00 |
| 1A-3  | S-25      | Geogrid                                       | SY   | 350  | \$4.00      | \$1,400.00   | \$11.00     | \$3,850.00  |
| 1A-4  | ADOT 303a | Stabilized Subbase                            | CY   | 120  | \$80.00     | \$9,600.00   | \$113.00    | \$13,560.00 |
| 1A-5  | ADOT 303b | Aggregate Base Course                         | CY   | 70   | \$80.00     | \$5,600.00   | \$128.00    | \$8,960.00  |
| 1A-6  | ADOT 409  | Asphaltic Concrete (Miscellaneous Structural) | TON  | 70   | \$350.00    | \$24,500.00  | \$360.00    | \$25,200.00 |
| 1A-7  | P-501b    | Flush Concrete Ground Marking Block           | EA   | 15   | \$400.00    | \$6,000.00   | \$500.00    | \$7,500.00  |
| 1A-8  | S-17      | Dumped Rock Riprap (12-Inch Thick)            | CY   | 450  | \$140.00    | \$63,000.00  | \$76.00     | \$34,200.00 |
| 1A-9  | P-620a    | Marking                                       | SF   | 200  | \$2.00      | \$400.00     | \$11.00     | \$2,200.00  |
| 1A-10 | P-620b    | Reflective Media                              | LBS  | 10   | \$5.00      | \$50.00      | \$7.00      | \$70.00     |
| 1A-11 | P-620c    | Temporary Marking                             | SF   | 200  | \$2.25      | \$450.00     | \$11.00     | \$2,200.00  |
| 1A-12 | T-901     | Seeding                                       | ACRE | -0.3 | \$5,000.00  | (\$1,500.00) | \$7.30      | (\$2.19)    |

~~**Add Alternative 1B - Paved Tow Access**~~~~**\$48,200.00**~~~~**\$64,250.00**~~

|                 |                      |                                                          |                |                |                       |                        |                       |                        |
|-----------------|----------------------|----------------------------------------------------------|----------------|----------------|-----------------------|------------------------|-----------------------|------------------------|
| <del>1B-1</del> | <del>C-105</del>     | <del>Mobilization</del>                                  | <del>LS</del>  | <del>1</del>   | <del>\$4,500.00</del> | <del>\$4,500.00</del>  | <del>\$8,000.00</del> | <del>\$8,000.00</del>  |
| <del>1B-2</del> | <del>P-152</del>     | <del>Unclassified Excavation</del>                       | <del>CY</del>  | <del>300</del> | <del>\$15.00</del>    | <del>\$4,500.00</del>  | <del>\$18.00</del>    | <del>\$5,400.00</del>  |
| <del>1B-3</del> | <del>S-25</del>      | <del>Geogrid</del>                                       | <del>SY</del>  | <del>300</del> | <del>\$4.00</del>     | <del>\$1,200.00</del>  | <del>\$11.00</del>    | <del>\$3,300.00</del>  |
| <del>1B-4</del> | <del>ADOT 303a</del> | <del>Stabilized Subbase</del>                            | <del>CY</del>  | <del>100</del> | <del>\$80.00</del>    | <del>\$8,000.00</del>  | <del>\$113.00</del>   | <del>\$11,300.00</del> |
| <del>1B-5</del> | <del>ADOT 303b</del> | <del>Aggregate Base Course</del>                         | <del>CY</del>  | <del>60</del>  | <del>\$80.00</del>    | <del>\$4,800.00</del>  | <del>\$128.00</del>   | <del>\$7,680.00</del>  |
| <del>1B-6</del> | <del>ADOT 409</del>  | <del>Asphaltic Concrete (Miscellaneous Structural)</del> | <del>TON</del> | <del>70</del>  | <del>\$350.00</del>   | <del>\$24,500.00</del> | <del>\$360.00</del>   | <del>\$25,200.00</del> |
| <del>1B-7</del> | <del>P-620a</del>    | <del>Marking</del>                                       | <del>SF</del>  | <del>100</del> | <del>\$2.00</del>     | <del>\$200.00</del>    | <del>\$11.00</del>    | <del>\$1,100.00</del>  |
| <del>1B-8</del> | <del>P-620b</del>    | <del>Reflective Media</del>                              | <del>LBS</del> | <del>10</del>  | <del>\$5.00</del>     | <del>\$50.00</del>     | <del>\$7.00</del>     | <del>\$70.00</del>     |
| <del>1B-9</del> | <del>P-620c</del>    | <del>Temporary Marking</del>                             | <del>SF</del>  | <del>200</del> | <del>\$2.25</del>     | <del>\$450.00</del>    | <del>\$11.00</del>    | <del>\$2,200.00</del>  |

**Add Alternative 1C - Stabilized Parking Area****\$16,600.00****\$29,880.00**

|      |       |                          |    |     |            |            |            |             |
|------|-------|--------------------------|----|-----|------------|------------|------------|-------------|
| 1C-1 | C-105 | Mobilization             | LS | 1   | \$1,500.00 | \$1,500.00 | \$2,500.00 | \$2,500.00  |
| 1C-2 | P-151 | Clearing                 | LS | 1   | \$2,000.00 | \$2,000.00 | \$2,200.00 | \$2,200.00  |
| 1C-3 | P-152 | Unclassified Excavation  | CY | 300 | \$15.00    | \$4,500.00 | \$18.00    | \$5,400.00  |
| 1C-4 | S-30  | Aggregate Surface Course | SY | 860 | \$10.00    | \$8,600.00 | \$23.00    | \$19,780.00 |

**Schedule II - Construct East Helicopter Pad**
**\$161,005.00**
**\$210,738.00**

|                  |                   |                                                                                               |               |                |                       |                        |                       |                        |
|------------------|-------------------|-----------------------------------------------------------------------------------------------|---------------|----------------|-----------------------|------------------------|-----------------------|------------------------|
| II-1             | C-105             | Mobilization                                                                                  | LS            | 1              | \$15,000.00           | \$15,000.00            | \$13,000.00           | \$13,000.00            |
| II-2             | P-151             | Clearing                                                                                      | LS            | 1              | \$6,000.00            | \$6,000.00             | \$3,000.00            | \$3,000.00             |
| II-3             | P-152             | Unclassified Excavation                                                                       | CY            | 1600           | \$15.00               | \$24,000.00            | \$18.00               | \$28,800.00            |
| II-4             | S-25              | Geogrid                                                                                       | SY            | 540            | \$4.00                | \$2,160.00             | \$11.00               | \$5,940.00             |
| II-5             | ADOT 303a         | Stabilized Subbase                                                                            | CY            | 180            | \$80.00               | \$14,400.00            | \$113.00              | \$20,340.00            |
| II-6             | ADOT 303b         | Aggregate Base Course                                                                         | CY            | 120            | \$80.00               | \$9,600.00             | \$128.00              | \$15,360.00            |
| II-7             | ADOT 303c         | Placement of Millings/Pulverized Material                                                     | SY            | 550            | \$7.00                | \$3,850.00             | \$16.00               | \$8,800.00             |
| II-8             | ADOT 409          | Asphaltic Concrete (Miscellaneous Structural)                                                 | TON           | 60             | \$350.00              | \$21,000.00            | \$360.00              | \$21,600.00            |
| II-9             | P-501             | Concrete Pavement                                                                             | CY            | 80             | \$600.00              | \$48,000.00            | \$880.00              | \$70,400.00            |
| II-10            | P-620a            | Marking                                                                                       | SF            | 100            | \$2.00                | \$200.00               | \$11.00               | \$1,100.00             |
| II-11            | P-620b            | Reflective Media                                                                              | LBS           | 10             | \$5.00                | \$50.00                | \$7.00                | \$70.00                |
| II-12            | P-620c            | Temporary Marking                                                                             | SF            | 100            | \$2.25                | \$225.00               | \$11.00               | \$1,100.00             |
| II-13            | D-701             | 12-Inch Reinforced Concrete Pipe                                                              | LF            | 56             | \$120.00              | \$6,720.00             | \$158.00              | \$8,848.00             |
| II-14            | S-701             | 12-Inch Concrete Flared End Section                                                           | EA            | 2              | \$3,000.00            | \$6,000.00             | \$2,100.00            | \$4,200.00             |
| II-15            | T-901             | Seeding                                                                                       | ACRE          | 0.6            | \$5,000.00            | \$3,000.00             | \$7,300.00            | \$4,380.00             |
| <del>II-16</del> | <del>L-108a</del> | <del>Trenching for Direct Buried Conduit</del>                                                | <del>LF</del> | <del>300</del> | <del>\$10.00</del>    | <del>\$3,000.00</del>  | <del>\$34.00</del>    | <del>\$10,200.00</del> |
| <del>II-17</del> | <del>L-108b</del> | <del>No. 8 AWG, 5KV, L 824, Type C Cable, Installed in Conduit</del>                          | <del>LF</del> | <del>600</del> | <del>\$3.00</del>     | <del>\$1,800.00</del>  | <del>\$7.00</del>     | <del>\$4,200.00</del>  |
| <del>II-18</del> | <del>L-108c</del> | <del>No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench Above Conduit</del> | <del>LF</del> | <del>300</del> | <del>\$5.00</del>     | <del>\$1,500.00</del>  | <del>\$5.00</del>     | <del>\$1,500.00</del>  |
| II-19            | L-108d            | Aircraft Grounding Rod                                                                        | EA            | 2              | \$400.00              | \$800.00               | \$1,900.00            | \$3,800.00             |
| <del>II-20</del> | <del>L-110</del>  | <del>Non-Encased 2-Inch PVC Electrical Conduit</del>                                          | <del>LF</del> | <del>300</del> | <del>\$10.00</del>    | <del>\$3,000.00</del>  | <del>\$9.00</del>     | <del>\$2,700.00</del>  |
| <del>II-21</del> | <del>L-125</del>  | <del>In-Pavement L-852E LED Medium Intensity Light</del>                                      | <del>EA</del> | <del>10</del>  | <del>\$2,000.00</del> | <del>\$20,000.00</del> | <del>\$6,070.00</del> | <del>\$60,700.00</del> |

**Add Alternative 2A - Rock Stabilization****\$134,500.00****\$134,137.81**

|       |           |                                               |      |      |             |              |             |             |
|-------|-----------|-----------------------------------------------|------|------|-------------|--------------|-------------|-------------|
| 2A-1  | C-105     | Mobilization                                  | LS   | 1    | \$13,000.00 | \$13,000.00  | \$22,000.00 | \$22,000.00 |
| 2A-2  | P-152     | Unclassified Excavation                       | CY   | 800  | \$15.00     | \$12,000.00  | \$18.00     | \$14,400.00 |
| 2A-3  | S-25      | Geogrid                                       | SY   | 350  | \$4.00      | \$1,400.00   | \$11.00     | \$3,850.00  |
| 2A-4  | ADOT 303a | Stabilized Subbase                            | CY   | 120  | \$80.00     | \$9,600.00   | \$113.00    | \$13,560.00 |
| 2A-5  | ADOT 303b | Aggregate Base Course                         | CY   | 70   | \$80.00     | \$5,600.00   | \$128.00    | \$8,960.00  |
| 2A-6  | ADOT 409  | Asphaltic Concrete (Miscellaneous Structural) | TON  | 70   | \$350.00    | \$24,500.00  | \$360.00    | \$25,200.00 |
| 2A-7  | P-501b    | Flush Concrete Ground Marking Block           | EA   | 15   | \$400.00    | \$6,000.00   | \$500.00    | \$7,500.00  |
| 2A-8  | S-17      | Dumped Rock Riprap (12-Inch Thick)            | CY   | 450  | \$140.00    | \$63,000.00  | \$76.00     | \$34,200.00 |
| 2A-9  | P-620a    | Marking                                       | SF   | 200  | \$2.00      | \$400.00     | \$11.00     | \$2,200.00  |
| 2A-10 | P-620b    | Reflective Media                              | LBS  | 10   | \$5.00      | \$50.00      | \$7.00      | \$70.00     |
| 2A-11 | P-620c    | Temporary Marking                             | SF   | 200  | \$2.25      | \$450.00     | \$11.00     | \$2,200.00  |
| 2A-12 | T-901     | Seeding                                       | ACRE | -0.3 | \$5,000.00  | (\$1,500.00) | \$7.30      | (\$2.19)    |

~~**Add Alternative 2B - Paved Tow Access**~~~~**\$48,200.00**~~~~**\$64,250.00**~~

|                 |                      |                                                          |                |                |                       |                        |                       |                        |
|-----------------|----------------------|----------------------------------------------------------|----------------|----------------|-----------------------|------------------------|-----------------------|------------------------|
| <del>2B-1</del> | <del>C-105</del>     | <del>Mobilization</del>                                  | <del>LS</del>  | <del>1</del>   | <del>\$4,500.00</del> | <del>\$4,500.00</del>  | <del>\$8,000.00</del> | <del>\$8,000.00</del>  |
| <del>2B-2</del> | <del>P-152</del>     | <del>Unclassified Excavation</del>                       | <del>CY</del>  | <del>300</del> | <del>\$15.00</del>    | <del>\$4,500.00</del>  | <del>\$18.00</del>    | <del>\$5,400.00</del>  |
| <del>2B-3</del> | <del>S-25</del>      | <del>Geogrid</del>                                       | <del>SY</del>  | <del>300</del> | <del>\$4.00</del>     | <del>\$1,200.00</del>  | <del>\$11.00</del>    | <del>\$3,300.00</del>  |
| <del>2B-4</del> | <del>ADOT 303a</del> | <del>Stabilized Subbase</del>                            | <del>CY</del>  | <del>100</del> | <del>\$80.00</del>    | <del>\$8,000.00</del>  | <del>\$113.00</del>   | <del>\$11,300.00</del> |
| <del>2B-5</del> | <del>ADOT 303b</del> | <del>Aggregate Base Course</del>                         | <del>CY</del>  | <del>60</del>  | <del>\$80.00</del>    | <del>\$4,800.00</del>  | <del>\$128.00</del>   | <del>\$7,680.00</del>  |
| <del>2B-6</del> | <del>ADOT 409</del>  | <del>Asphaltic Concrete (Miscellaneous Structural)</del> | <del>TON</del> | <del>70</del>  | <del>\$350.00</del>   | <del>\$24,500.00</del> | <del>\$360.00</del>   | <del>\$25,200.00</del> |
| <del>2B-7</del> | <del>P-620a</del>    | <del>Marking</del>                                       | <del>SF</del>  | <del>100</del> | <del>\$2.00</del>     | <del>\$200.00</del>    | <del>\$11.00</del>    | <del>\$1,100.00</del>  |
| <del>2B-8</del> | <del>P-620b</del>    | <del>Reflective Media</del>                              | <del>LBS</del> | <del>10</del>  | <del>\$5.00</del>     | <del>\$50.00</del>     | <del>\$7.00</del>     | <del>\$70.00</del>     |
| <del>2B-9</del> | <del>P-620c</del>    | <del>Temporary Marking</del>                             | <del>SF</del>  | <del>200</del> | <del>\$2.25</del>     | <del>\$450.00</del>    | <del>\$11.00</del>    | <del>\$2,200.00</del>  |

**Add Alternative 2C - Stabilized Parking Area****\$21,900.00****\$39,270.00**

|      |       |                          |    |      |            |             |            |             |
|------|-------|--------------------------|----|------|------------|-------------|------------|-------------|
| 2C-1 | C-105 | Mobilization             | LS | 1    | \$2,000.00 | \$2,000.00  | \$2,500.00 | \$2,500.00  |
| 2C-2 | P-151 | Clearing                 | LS | 1    | \$2,000.00 | \$2,000.00  | \$2,200.00 | \$2,200.00  |
| 2C-3 | P-152 | Unclassified Excavation  | CY | 400  | \$15.00    | \$6,000.00  | \$18.00    | \$7,200.00  |
| 2C-4 | S-30  | Aggregate Surface Course | SY | 1190 | \$10.00    | \$11,900.00 | \$23.00    | \$27,370.00 |

**Base Bid Total:****\$830,210.00****\$1,197,296.22**

## Application for Federal Assistance SF-424

\*1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\*2. Type of Application

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:

4. Applicant Identifier:

SOW

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

### State Use Only:

6. Date Received by State:

7. State Application Identifier:

### 8. APPLICANT INFORMATION:

\*a. Legal Name: City of Show Low

\*b. Employer/Taxpayer Identification Number (EIN/TIN):  
86-6002839

\*c. UEI:  
DBBNGDJMYNC5

### d. Address:

\*Street 1: 180 North 9th Street

Street 2:

\*City: Show Low

County/Parish: Navajo

\*State: Province: AZ

\*Country: USA: United States

\*Zip / Postal Code 85901-4701

### e. Organizational Unit:

Department Name:

Division Name:

### f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. \*First Name: Jake

Middle Name:

\*Last Name: Allen

Suffix:

Title: Airport Manager

Organizational Affiliation:

\*Telephone Number: (928) 532-4192

Fax Number:

\*Email: jallen@showlowaz.gov

**Application for Federal Assistance SF-424****\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:****11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

\*Title:

N/A

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):****\*15. Descriptive Title of Applicant's Project:**

Construct Helicopter Parking Pads (AIG)

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: AZ-1

\*b. Program/Project: AZ-1

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 01/01/2025

\*b. End Date: 12/31/2025

**18. Estimated Funding (\$):**

|                    |              |
|--------------------|--------------|
| *a. Federal        | \$ 1,129,945 |
| *b. Applicant      | \$ 29,736    |
| *c. State          | \$ 29,735    |
| *d. Local          | \$ 0         |
| *e. Other          | \$ 0         |
| *f. Program Income |              |
| *g. TOTAL          | \$ 1,189,416 |

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \*First Name: Morgan

Middle Name: \_\_\_\_\_

\*Last Name: Brown

Suffix: \_\_\_\_\_

\*Title: City Manager

\*Telephone Number: (928) 532-4000

Fax Number:

\* Email: mbrown@showlowaz.gov

\*Signature of Authorized Representative:

\*Date Signed:

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

| Part II - SECTION A                                                                                                                                                                                                                                                                     |                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.                                                                                                                                                                                        |                                                                                                  |
| <b>Item 1.</b><br>Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?                                                                                                                                                                        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                              |
| <b>Item 2.</b><br>Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?                                                                                                    | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 3.</b><br>Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.                                                                                                                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 4.</b><br>Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 5.</b><br>Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.                                       |                                                                                                  |
| <input type="checkbox"/> The project is included in an <i>approved</i> PFC application.<br>If included in an approved PFC application,<br>does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No                         |                                                                                                  |
| <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.                                                                                                                                                                       |                                                                                                  |
| <b>Item 6.</b><br>Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?                                                                            |                                                                                                  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A                                                                                                                                                                                        |                                                                                                  |
| If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:                                                                                                                            |                                                                                                  |
| <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.                                                                                                                                                                                                        |                                                                                                  |
| <input type="checkbox"/> Negotiated Rate equal to                                                                                                                                                                                                                                       | % as approved by _____ (the Cognizant Agency)<br>on _____ (Date) (2 CFR part 200, appendix VII). |
| <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>                                                                                                                                                                  |                                                                                                  |

**PART II - SECTION B**

**Certification Regarding Lobbying**

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

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

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

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

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

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



**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

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

The City has zoning with an airport code stating that Council will adopt development standards on a case by case basis.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances which could impact the completion of the project.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

It's consistent with local plans.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

No public hearings are necessary as this project is not a new airport, runway, or major runway extension.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

No certification necessary as this project is not a new airport, runway, or major runway extension.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights.

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes, please see Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The sponsor owns the property, see Exhibit "A".

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The sponsor owns the property, see Exhibit "A".

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

## PART III – BUDGET INFORMATION – CONSTRUCTION

| SECTION A – GENERAL              |        |
|----------------------------------|--------|
| 1. Assistance Listing Number:    | 20.106 |
| 2. Functional or Other Breakout: |        |

| SECTION B – CALCULATION OF FEDERAL GRANT                       |                                                    |                                                           |                       |
|----------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------|-----------------------|
| Cost Classification                                            | Latest Approved Amount<br>(Use only for revisions) | Adjustment<br>+ or (-) Amount<br>(Use only for revisions) | Total Amount Required |
| 1. Administration expense                                      |                                                    |                                                           | \$ 7,500              |
| 2. Preliminary expense                                         |                                                    |                                                           |                       |
| 3. Land, structures, right-of-way                              |                                                    |                                                           |                       |
| 4. Architectural engineering basic fees                        |                                                    |                                                           | 176,390               |
| 5. Other Architectural engineering fees                        |                                                    |                                                           |                       |
| 6. Project inspection fees                                     |                                                    |                                                           | 99,430                |
| 7. Land development                                            |                                                    |                                                           |                       |
| 8. Relocation Expenses                                         |                                                    |                                                           |                       |
| 9. Relocation payments to Individuals and Businesses           |                                                    |                                                           |                       |
| 10. Demolition and removal                                     |                                                    |                                                           |                       |
| 11. Construction and project improvement                       |                                                    |                                                           | 906,096               |
| 12. Equipment                                                  |                                                    |                                                           |                       |
| 13. Miscellaneous                                              |                                                    |                                                           |                       |
| 14. <b>Subtotal</b> (Lines 1 through 13)                       |                                                    |                                                           | \$ 1,189,416          |
| 15. Estimated Income (if applicable)                           |                                                    |                                                           |                       |
| 16. Net Project Amount (Line 14 minus 15)                      |                                                    |                                                           | 1,189,416             |
| 17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.) |                                                    |                                                           |                       |
| 18. <b>Subtotal</b> (Lines 16 through 17)                      |                                                    |                                                           | \$ 1,189,416          |
| 19. Federal Share requested of Line 18                         |                                                    |                                                           | 1,129,945             |
| 20. Grantee share                                              |                                                    |                                                           | 29,736                |
| 21. Other shares                                               |                                                    |                                                           | 29,735                |
| 22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)                   |                                                    |                                                           | \$ 1,189,416          |

| SECTION C – EXCLUSIONS                                     |                                     |
|------------------------------------------------------------|-------------------------------------|
| 23. Classification (Description of non-participating work) | Amount Ineligible for Participation |
| a.                                                         |                                     |
| b.                                                         |                                     |
| c.                                                         |                                     |
| d.                                                         |                                     |
| e.                                                         |                                     |
| f.                                                         |                                     |
| g. <b>Total</b>                                            |                                     |

| SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE |                  |
|------------------------------------------------------------|------------------|
| 24. Grantee Share – Fund Categories                        | Amount           |
| a. Securities                                              |                  |
| b. Mortgages                                               |                  |
| c. Appropriations (by Applicant)                           | 29,736           |
| d. Bonds                                                   |                  |
| e. Tax Levies                                              |                  |
| f. Non-Cash                                                |                  |
| g. Other (Explain):                                        |                  |
| h. <b>TOTAL</b> - Grantee share                            | \$ 29,736        |
| 25. Other Shares                                           | Amount           |
| a. State                                                   | 29,735           |
| b. Other                                                   |                  |
| c. <b>TOTAL</b> - Other Shares                             | \$ 29,735        |
| <b>26. TOTAL NON-FEDERAL FINANCING</b>                     | <b>\$ 59,471</b> |

| SECTION E – REMARKS<br>(Attach sheets if additional space is required) |
|------------------------------------------------------------------------|
| <p>This project is an IIJA - AIG funded project.</p>                   |

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** Construct Helicopter Parking Pads (AIG)

**AIRPORT:** Show Low Regional Airport

**1. Objective:**

Construct two large helicopter parking pads.

**2. Benefits Anticipated:**

This project will provide two parking pads operating at the airport. The helipads will be open for public use.

**3. Approach:** (See approved Scope of Work in Final Application)

The design portion of this project was conducted via the 2023 Task Order F. The bidding and construction of the project is being conducted under the 2025 Task Order 1 scope. Refer to Scopes of Work for details.

**4. Geographic Location:**

2 miles East of Show Low, Navajo County, Arizona

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** (include address & telephone number)

Mr. Jake Allen  
3150 E Airport Loop, Suite 100  
Show Low, AZ 85901 | (928) 532-4192

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### \* APPLICANT'S ORGANIZATION

City of Show Low

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr.

\* First Name: Morgan

Middle Name:

\* Last Name: Brown

Suffix:

\* Title: City Manager

\* SIGNATURE:

\* DATE:

---

## Agreement on State Sponsorship and Airport Sponsor Obligations Airport Improvement Program

---

Airport: Show Low Regional Airport

Sponsor: City of Show Low  
hereinafter called the "Airport Sponsor"

Associated City: Show Low  
hereinafter called the "Associated City"

Project Description:

Construct Helicopter Parking Pads (AIG)

hereinafter called the "Project"

State: Arizona hereinafter called the "State"

In accordance with 49 USC § 47105 the Airport Sponsor hereby consents to the Project sponsorship by the State for the Project at the above airport and associated city.

### Sponsor's Certification

I assure and certify, for the project identified herein, the Airport Sponsor will comply with terms, conditions, and assurances contained in the Project Application submitted to the Federal Aviation Administration by the state and to Grant Agreement Conditions required by the Federal Aviation Administration. A copy of the Project Application Assurances and Grant Agreement Conditions is attached and made part of this Agreement on State Sponsorship and Airport Sponsor Obligations.

Executed on this            day of            ,

Name of Sponsor: City of Show Low

Name of Sponsor's Authorized Official: Mr. Morgan Brown

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

---

Sponsor: City of Show Low

Airport: Show Low Regional Airport

Project Number: 3-04-0035-031-2025

Description of Work: Construct Helicopter Parking Pads (AIG)

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
☒ Yes   ☐ No   ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes   ☐ No   ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
☒ Yes   ☐ No   ☐ N/A



4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                      day of                      ,                      .

Name of Sponsor: City of Show Low

Name of Sponsor's Authorized Official: Mr. Morgan Brown

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

Sponsor: City of Show Low

Airport: Show Low Regional Airport

Project Number: 3-04-0035-031-2025

Description of Work: Construct Helicopter Parking Pads (AIG)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Show Low Regional Airport

Address: 3150 Airport Loop Road, Show Low, AZ 85901

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Show Low

Name of Sponsor's Authorized Official: Mr. Morgan Brown

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor: City of Show Low

Airport: Show Low Regional Airport

Project Number: 3-04-0035-031-2025

Description of Work: Construct Helicopter Parking Pads (AIG)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes   ☐ No   ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A



13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                      day of                      ,                      .

Name of Sponsor: City of Show Low

Name of Sponsor's Authorized Official: Mr. Morgan Brown

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor: City of Show Low

Airport: Show Low Regional Airport

Project Number: 3-04-0035-031-2025

Description of Work: Construct Helicopter Parking Pads (AIG)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
☒ Yes   ☐ No   ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
☒ Yes   ☐ No   ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Show Low

Name of Sponsor's Authorized Official: Mr. Morgan Brown

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

---

Sponsor: City of Show Low

Airport: Show Low Regional Airport

Project Number: 3-04-0035-031-2025

Description of Work: Construct Helicopter Parking Pads (AIG)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.  
☒ Yes   ☐ No   ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.  
☒ Yes   ☐ No   ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project;
  - b. The lessor is a public agency; and
  - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes   ☐ No   ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☒ Yes   ☐ No   ☐ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☒ Yes   ☐ No   ☐ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
  - b. The right of ingress and egress to remove obstructions; and
  - c. The right to restrict the establishment of future obstructions.
- ☒ Yes   ☐ No   ☐ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
  - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☒ Yes   ☐ No   ☐ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☒ Yes   ☐ No   ☐ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☒ Yes   ☐ No   ☐ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
  - b. Supporting documents for settlements included in the project files.
- ☒ Yes   ☐ No   ☐ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
  - b. Supporting documents for awards included in the project files.

☒ Yes   ☐ No   ☐ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☒ Yes   ☐ No   ☐ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☒ Yes   ☐ No   ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                      day of                      ,                      .

Name of Sponsor: City of Show Low

Name of Sponsor's Authorized Official: Mr. Morgan Brown

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor: City of Show Low

Airport: Show Low Regional Airport

Project Number: 3-04-0035-031-2025

Description of Work: Construct Helicopter Parking Pads (AIG)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A



4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes   ☐ No   ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes   ☐ No   ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes   ☐ No   ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes   ☐ No   ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes   ☐ No   ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes   ☐ No   ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes   ☐ No   ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes   ☐ No   ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes   ☐ No   ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes   ☐ No   ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes   ☐ No   ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this                      day of                      ,                      .

Name of Sponsor: City of Show Low

Name of Sponsor's Authorized Official: Mr. Morgan Brown

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Certification and Disclosure Regarding Potential Conflicts of Interest

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Show Low

Airport: Show Low Regional Airport

Project Number: 3-04-0035-031-2025

Description of Work: Construct Helicopter Parking Pads (AIG)

#### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes   ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Show Low

Name of Sponsor's Authorized Official: Mr. Morgan Brown

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

| NUMBER                        | TITLE                                                                                                                                     |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 70/7460-1L<br>Changes 1 - 2   | Obstruction Marking and Lighting                                                                                                          |
| 150/5000-9A                   | Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations |
| 150/5000-17                   | Critical Aircraft and Regular Use Determination                                                                                           |
| 150/5020-1                    | Noise Control and Compatibility Planning for Airports                                                                                     |
| 150/5070-6B<br>Changes 1 - 2  | Airport Master Plans                                                                                                                      |
| 150/5070-7<br>Change 1        | The Airport System Planning Process                                                                                                       |
| 150/5100-13C                  | Development of State Aviation Standards for Airport Pavement Construction                                                                 |
| 150/5200-28F                  | Notices to Airmen (NOTAMs) for Airport Operators                                                                                          |
| 150/5200-30D<br>Change 1      | Airport Field Condition Assessments and Winter Operations Safety                                                                          |
| 150/5200-31C<br>Changes 1 - 2 | Airport Emergency Plan                                                                                                                    |
| 150/5210-5D                   | Painting, Marking, and Lighting of Vehicles Used on an Airport                                                                            |
| 150/5210-7D                   | Aircraft Rescue and Fire Fighting Communications                                                                                          |
| 150/5210-13C                  | Airport Water Rescue Plans and Equipment                                                                                                  |

| NUMBER                        | TITLE                                                                                                                                                      |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 150/5210-14B                  | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing                                                                                                |
| 150/5210-15A                  | Aircraft Rescue and Firefighting Station Building Design                                                                                                   |
| 150/5210-18A                  | Systems for Interactive Training of Airport Personnel                                                                                                      |
| 150/5210-19A                  | Driver's Enhanced Vision System (DEVs)                                                                                                                     |
| 150/5220-10E                  | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles                                                                                  |
| 150/5220-16E,<br>Change 1     | Automated Weather Observing Systems (AWOS) for Non-Federal Applications                                                                                    |
| 150/5220-17B                  | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities                                                                                               |
| 150/5220-18A                  | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials                                                              |
| 150/5220-20A                  | Airport Snow and Ice Control Equipment                                                                                                                     |
| 150/5220-21C                  | Aircraft Boarding Equipment                                                                                                                                |
| 150/5220-22B                  | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns                                                                                        |
| 150/5220-23                   | Frangible Connections                                                                                                                                      |
| 150/5220-24                   | Foreign Object Debris Detection Equipment                                                                                                                  |
| 150/5220-25                   | Airport Avian Radar Systems                                                                                                                                |
| 150/5220-26,<br>Changes 1 - 2 | Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment                                                         |
| 150/5300-13A,<br>Change 1     | Airport Design                                                                                                                                             |
| 150/5300-14C                  | Design of Aircraft Deicing Facilities                                                                                                                      |
| 150/5300-16B                  | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey             |
| 150/5300-17C<br>Change 1      | Standards for Using Remote Sensing Technologies in Airport Surveys                                                                                         |
| 150/5300-18B<br>Change 1      | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5320-5D                   | Airport Drainage Design                                                                                                                                    |

| NUMBER                         | TITLE                                                                                                   |
|--------------------------------|---------------------------------------------------------------------------------------------------------|
| 150/5320-6F                    | Airport Pavement Design and Evaluation                                                                  |
| 150/5320-12C,<br>Changes 1 - 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces                  |
| 150/5320-15A                   | Management of Airport Industrial Waste                                                                  |
| 150/5325-4B                    | Runway Length Requirements for Airport Design                                                           |
| 150/5335-5C                    | Standardized Method of Reporting Airport Pavement Strength - PCN                                        |
| 150/5340-1M                    | Standards for Airport Markings                                                                          |
| 150/5340-5D                    | Segmented Circle Airport Marker System                                                                  |
| 150/5340-18G                   | Standards for Airport Sign Systems                                                                      |
| 150/5340-26C                   | Maintenance of Airport Visual Aid Facilities                                                            |
| 150/5340-30J                   | Design and Installation Details for Airport Visual Aids                                                 |
| 150/5345-3G                    | Specification for L-821, Panels for the Control of Airport Lighting                                     |
| 150/5345-5B                    | Circuit Selector Switch                                                                                 |
| 150/5345-7F                    | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits                      |
| 150/5345-10H                   | Specification for Constant Current Regulators and Regulator Monitors                                    |
| 150/5345-12F                   | Specification for Airport and Heliport Beacons                                                          |
| 150/5345-13B                   | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D                   | FAA Specification For L-823 Plug and Receptacle, Cable Connectors                                       |
| 150/5345-27E                   | Specification for Wind Cone Assemblies                                                                  |
| 150/5345-28H                   | Precision Approach Path Indicator (PAPI) Systems                                                        |
| 150/5345-39D                   | Specification for L-853, Runway and Taxiway Retroreflective Markers                                     |
| 150/5345-42J                   | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories            |
| 150/5345-43J                   | Specification for Obstruction Lighting Equipment                                                        |

| NUMBER       | TITLE                                                                                    |
|--------------|------------------------------------------------------------------------------------------|
| 150/5345-44K | Specification for Runway and Taxiway Signs                                               |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures                                                    |
| 150/5345-46E | Specification for Runway and Taxiway Light Fixtures                                      |
| 150/5345-47C | Specification for Series to Series Isolation Transformers for Airport Lighting Systems   |
| 150/5345-49D | Specification L-854, Radio Control Equipment                                             |
| 150/5345-50B | Specification for Portable Runway and Taxiway Lights                                     |
| 150/5345-51B | Specification for Discharge-Type Flashing Light Equipment                                |
| 150/5345-52A | Generic Visual Glideslope Indicators (GVGI)                                              |
| 150/5345-53D | Airport Lighting Equipment Certification Program                                         |
| 150/5345-54B | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems |
| 150/5345-55A | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure         |
| 150/5345-56B | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)           |
| 150/5360-12F | Airport Signing and Graphics                                                             |
| 150/5360-13A | Airport Terminal Planning                                                                |
| 150/5360-14A | Access to Airports By Individuals With Disabilities                                      |
| 150/5370-2G  | Operational Safety on Airports During Construction                                       |
| 150/5370-10H | Standard Specifications for Construction of Airports                                     |
| 150/5370-11B | Use of Nondestructive Testing in the Evaluation of Airport Pavements                     |
| 150/5370-13A | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt                         |
| 150/5370-15B | Airside Applications for Artificial Turf                                                 |
| 150/5370-16  | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements                |
| 150/5370-17  | Airside Use of Heated Pavement Systems                                                   |
| 150/5390-2C  | Heliport Design                                                                          |
| 150/5395-1B  | Seaplane Bases                                                                           |



## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

| NUMBER                        | TITLE                                                                                        |
|-------------------------------|----------------------------------------------------------------------------------------------|
| 150/5100-14E,<br>Change 1     | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects      |
| 150/5100-17,<br>Changes 1 - 7 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5300-15A                  | Use of Value Engineering for Engineering and Design of Airport Grant Projects                |
| 150/5320-17A                  | Airfield Pavement Surface Evaluation and Rating Manuals                                      |
| 150/5370-12B                  | Quality Management for Federally Funded Airport Construction Projects                        |
| 150/5380-6C                   | Guidelines and Procedures for Maintenance of Airport Pavements                               |
| 150/5380-7B                   | Airport Pavement Management Program                                                          |
| 150/5380-9                    | Guidelines and Procedures for Measuring Airfield Pavement Roughness                          |



## FAA Airports

### ASSURANCES AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

#### **1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### **FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The



accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.



2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

#### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

#### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Approval of Professional Services Agreement for Business Incubator Architectural Services (Bill Kopp)

**RECOMMENDATION**

I **MOVE** to approve the Professional Services Agreement with 4Line Studio for the design of the Business Incubator Building for an amount not to exceed \$96,264.00.

**BACKGROUND**

The City of Show Low has received grant funding from US Economic Development Administration to prepare a planning document to develop a business incubator. The City has selected a vacant school building located at the City Campus, 760 West McNeil in Show Low, Arizona. The single story, brick masonry building is approximately 20,000 square feet. The building will be re-configured and renovated to accommodate a commercial kitchen, office space, conference rooms, a reception area, technology rooms, restrooms and storage space. The grant budget includes funding for 75% plans and specifications. This satisfies the planning grant requirements and maximizes the available grant funds. The remainder of the design will be performed when construction funding is available.

Staff solicited Statements of Qualifications (SOQ) from qualified firms. Six SOQs were received. A seven-member selection committee rated the SOQs and 4Line Studios was the highest ranked firm. 4Line Studios has provided design services for the new Public Works Building and the Recreation building renovations.

Staff recommends approving the Professional Service Agreement for the Business Incubator Architectural Services with 4Line Studios in an amount not to exceed \$96,264.00.

**ATTACHMENTS**

1. Show Low Business Incubator Scope of Work and Fees

**FISCAL IMPACT**

Final cost: \$96,264.00

Funding source (account no.): Other Contractual Services (11-402-430-3300-0000)



4Line Studio LLC  
4343 North Scottsdale Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

Trampas Johnston  
Engineering Project Manager  
City of Show Low  
180 North 9<sup>th</sup> Street  
Show Low AZ 85901  
(928) 532-4084

Trampas,

We are pleased to provide our proposal of services for the Show Low City Campus Business Incubator Remodel (FM-5325) located in Show Low, Arizona

This proposal is valid for 45 days from its date of issuance.

If you have any questions or concerns, please do not hesitate to reach out!

Sincerely,

*Chris Ford*

Chris Ford  
4Line Studio LLC  
4343 North Scottsdale Road #150  
Scottsdale, Arizona 85251  
480-251-2048  
cford@4linestudio.com



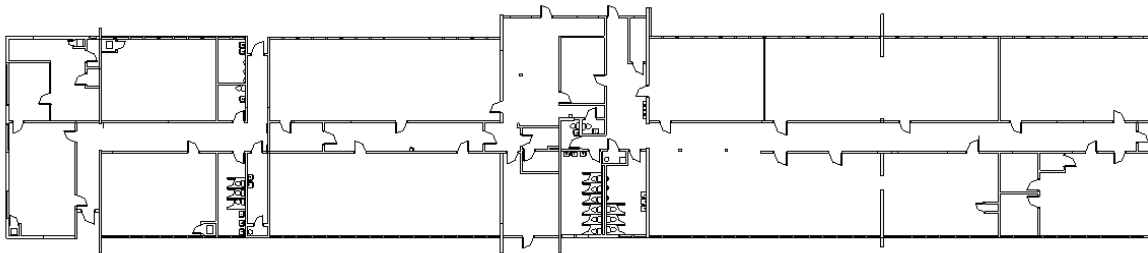
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4343 North Scottsdale Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

## Exhibit A – Scope of Work

### Project Scope

Our understanding of the project scope is as follows:

The proposed project fee is based on a +/- 17,740 sf renovation of an existing school building for a business incubator based on the Request for Qualifications (FM-5325) issued by the City of Show Low. No exterior scope is expected as part of this project's scope. The city will be contracting with a business plan consultant and a food service consultant to provide feedback during the programming phase for incorporation into the project's design. Coordination with these consultants is included in this project's scope. Exterior scope of the project is limited to a new roof replacement and improvements to existing windows as required. No site work is expected as part of this project's scope.





4Line Studio LLC  
4343 North Scottsdale Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

## Task 1.0 – Programming / Schematic Design

**Task 1.1 - Architectural Services** – As part of this phase 4Line Studio will prepare an official programming document based on the listed meetings below to define the proposed spaces (sizes, general layout, equipment, required furniture, spatial adjacencies, etc...). We anticipate changes to the plans will be required through this process and will accommodate these revisions. Any major revisions or significant time spent appeasing strong objections from neighbors or the community may require additional services or services from an outside Consultant like a zoning attorney or traffic engineer. Basic architectural response and coordination is included in this portion of Work. Once the programming effort is completed 4Line Studio LLC will work with the Client to develop a design that meets their objectives, making revisions as necessary to the interior design features of the core elements.

Final deliverable of this phase included:

- Formalized Programming Document Per The Scope Above
- Floor Plan + Reflected Ceiling Plan
- 4-6 Colored Interior Renderings Of Key Spaces
- Schematic Design Architectural Drawing Set

As part of this phase 4Line Studio will attend up to two (2) in person meeting and two (2) virtual meetings with the client.

**Task 1.2 – Structural Engineering Services** – As part of this phase DBAA will prepare schematic level structural drawings for the proposed renovation based on the approved SD floor plan design. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 1.3 – MEP Engineering Services** – As part of this phase Wick Engineering will prepare schematic level MEP drawings for the proposed renovation based on the approved SD floor plan design. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 1.4 – Cost Estimation Services** – As part of this phase Stankus estimating will prepare a cost estimate based on the SD design package. **No in person meetings by the sub-consultant are expected as part of this task**





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## Task 2.0 - Design Development

**Task 2.1 - Architectural Services** –Based on the approved SD package, 4Line Studio LLC will develop the design in further detail as needed, including:

Prepare wall sections for major wall assemblies and building components

Interior elevations of core spaces showing proposed millwork, interior glass openings, and proposed interior finishes

Reflected ceiling plans showing ceiling height and materials, and location of light fixtures

Progress deliverables during this phase will be informal and submitted as needed to move the project forward

Final deliverable for this phase includes a design development package in PDF form including:

- Design Development Architectural Drawing Set
- Material Finish Boards

As part of this phase 4Line Studio will attend up to two (2) in person meetings and two (2) virtual meetings with the client

**Task 2.2 – Structural Engineering Services** – As part of this phase DBAA will prepare design development level structural drawings for the proposed renovation based on the approved SD package. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 2.3 – MEP Engineering Services** – As part of this phase Wick Engineering will prepare design development level MEP drawings for the proposed renovation based on the approved SD package.. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 2.4 – Cost Estimation Services** – As part of this phase Stankus estimating will prepare a cost estimate based on the DD design package. **No in person meetings by the sub-consultant are expected as part of this task**



4Line Studio LLC  
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www.4linestudio.com

## Task 3.0 – 25% Construction Documents

**Task 3.1 – Architectural Services** –Based on the approved DD package, 4Line Studio LLC will develop the drawing package to a 25% CD level. The intent is to review owner comments from the DD phase/estimate and incorporate basic changes into an updated package 25% CD package reflective of the DD level of detailing. 100% sealed drawings are not included in this project's scope. Final deliverable of this phase will be

Final deliverable for this phase includes a design development package in PDF form including:

25% CD Architectural Drawing Set Including:

- Life Safety Plan
- Floor Plan
- Finish Plan
- FF+E Plan
- Reflected Ceiling Plan
- Roof Plan
- Interior Detailing
- Sheet Specifications

**Task 3.2 – Structural Engineering Services** – The intent is to review owner comments from the DD phase/estimate and incorporate basic changes into an updated package 25% CD package reflective of the DD level of detailing. Final engineering will not be part of the 25% set. 100% sealed drawings are not included in this project's scope. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 3.3 – MEP Engineering Services** – As part of this phase Wick Engineering will prepare a 25% CD level MEP drawing package. The intent is to review owner comments from the DD phase/estimate and incorporate basic changes into an updated package 25% CD package reflective of the DD level of detailing. Final engineering will not be part of the 25% set and specifically will not include kitchen hood design. 100% sealed drawings are not included in this project's scope. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 3.4 – Cost Estimation Services** – As part of this phase Stankus estimating will prepare a cost estimate based on the 25% CD design package. **No in person meetings by the sub-consultant are expected as part of this task**



4Line Studio LLC  
4343 North Scottsdale Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

### Project Team

The following team members are proposed for this project scope

#### **Architectural Services**

4Line Studio LLC  
4343 North Scottsdale Road #150  
Scottsdale, Arizona 85251  
480-251-2048

#### **Structural Engineering Services**

David Bixler and Associates  
8360 E Raintree Dr #110  
Scottsdale, AZ 85260  
480-219-2886

#### **Mechanical, Plumbing, and Electrical Engineering Services**

Wick Engineering LLC  
3012 East Sands Drive,  
Phoenix, Arizona 85050  
602-317-6783

#### **Cost Estimation Services**

Stankus Estimation Services  
1062 West Washington Avenue  
Gilbert, Arizona 85233  
480-694-5085



4Line Studio LLC  
4343 North Scottsdale Road #150  
Scottsdale, Arizona 85251  
[www.4linestudio.com](http://www.4linestudio.com)

### Project Assumptions

- Construction will be not be phased and drawing packages will not be phased.
- Sufficient utilities (water, power, etc...) are available at existing property line and no off-site work is required
- All deliverables will be digital. Any physical printing/shipping will be billed as a reimbursable expense at the Client's expense with a 10% markup
- All travel expenses are included in the fees above for the number of in person meetings listed in Exhibit A.



4Line Studio LLC  
4343 North Scottsdale Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

Project Exclusions:

- Kitchen/Food Service Consulting Services
- Permit, Application, Design Review Fees
- Sealed Permit Drawings of Any Kind
- Review and Evaluation of Value Engineering Proposed By Others
- Energy Modeling
- Estimation Of Construction Schedule
- Material Inspection, Sampling and Testing Services
- Geotechnical Testing and Inspections
- Topographic/Boundary/Utility Survey
- Environmental Assessments
- Asbestos, Lead, and Hazardous Material Abatement and Removal
- Delegated Design Items (Structural or Otherwise)
- Building Signage + Other Non-Code Required Signage
- Rezoning Submittals/Presentations
- Special City Inspections
- Specifications and Analysis for Pre-Purchase of Equipment
- Multiple Permit Packages Or Bid Package
- Review of, and Response to, Design Review by Outside Consultants (except as noted)
- LEED/SITES/WELL Building Design
- Design of Grey Water Systems
- Bidding Negotiation
- 3<sup>rd</sup> Party Utility Coordination (Except as Noted)
- Fire Alarm/Fire Sprinkler Design
- Book Specifications
- Lightning Protection Design
- Furniture Procurement
- Traffic Engineering or Studies
- Fire Flow Tests
- IT/AV or Security Design
- Acoustical Analysis/Design
- Construction Management Services
- Low Voltage Landscape Lighting Design
- Construction Staking
- NOI (Notice of Intent) Application By Contractor
- Landscape and Irrigation Design
- Sub-Surface Exploration / Vibration Analysis
- Design of Off-Site/Public Street, Sidewalk, Water, or Sewer Improvements
- Meetings Beyond Those Specified In This Document
- Civil Engineering Services
- Septic/Well Design
- Work On The Exterior of The Building Beyond What Is Specified In The Project Scope
- Construction Administration



4Line Studio LLC  
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Scottsdale, Arizona 85251  
www.4linestudio.com

## Exhibit B -Fees

The scope of Work outlined in Exhibit A shall be completed for the fees outlined below

|                                                  |                        |
|--------------------------------------------------|------------------------|
| <b>Task 1.0 – Programming/Schematic Design</b>   | <b>\$29,592.00</b>     |
| Task 1.1 – Architectural Services                | \$20,000.00            |
| Task 1.2 – Structural Engineering Services       | \$1,045.00             |
| Task 1.3 – MEP Engineering Services              | \$5,412.00             |
| Task 1.4 – Cost Estimation Services              | \$3,135.00             |
| <br><b>Task 2.0 – Design Development</b>         | <br><b>\$44,370.00</b> |
| Task 2.1 – Architectural Services                | \$15,000.00            |
| Task 2.2 – Structural Engineering Services       | \$1,045.00             |
| Task 2.3 – MEP Engineering Services              | \$24,354.00            |
| Task 2.4 – Cost Estimation Services              | \$3,971.00             |
| <br><b>Task 3.0 – 25% Construction Documents</b> | <br><b>\$22,302.00</b> |
| Task 3.1 – Architectural Services                | \$6,000.00             |
| Task 3.2 – Structural Engineering Services       | \$4,950.00             |
| Task 3.3 – MEP Engineering Services              | \$5,500.00             |
| Task 3.4 – Cost Estimation Services              | \$5,852.00             |
| <br><b>Basic Services Total</b>                  | <br><b>\$96,264.00</b> |
| <br><b>4Line Studio LLC Hourly Rates</b>         |                        |
| Architect/Landscape Architect                    | <b>\$185.00/hr</b>     |

4Line Studio reserves the right to markup all Consultant's fees hired directly by 4Line Studio LLC by 10%. This markup (if applicable) is reflected in the numbers above. This markup will be applied to any additional services required by outside Consultants hired by 4Line Studio LLC



4Line Studio LLC  
4343 North Scottsdale Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

If this proposal meets with your approval, please indicate by signing and returning one copy for our file. Work shall not proceed without signed authorization. Please prepare and transmit to us an agreement accordingly, or prepare a supplemental letter accordingly, and issue a Purchase Order accordingly. We look forward to working with you on this project.

AGREED TO AND ACCEPTED:

Client

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

Consultant (4Line Studio LLC)

  
\_\_\_\_\_  
Signature

Chris Ford  
\_\_\_\_\_  
Printed Name

05.30.2025  
\_\_\_\_\_  
Date

4Line Studio LLC  
\_\_\_\_\_  
Company

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Resolution No. R2025-22 Approving an Intergovernmental Agreement with Arizona Department of Water Resources for a Dam Safety Study for Jaques Dam (Bill Kopp)

**RECOMMENDATION**

I **MOVE** to adopt Resolution No. R2025-22 approving the intergovernmental agreement with Arizona Department of Water Resources for a Dam Safety Study for Jaques Dam.

**BACKGROUND**

The City was approached by the Arizona Department of Water Resources (ADWR) regarding the funding of a Dam Safety Study for Jaques Dam at Show Low Lake. This study will be the next step in securing construction funding for future spillway upgrades. The project will be administered by the City and ADWR will reimburse 100% of the costs, up to \$535,000.00. The project budget is \$535,000.00.

Staff recommends adopting Resolution No. R2025-22 approving the intergovernmental agreement with Arizona Department of Water Resources for a Dam Safety Study for Jaques Dam.

**ATTACHMENTS**

1. Resolution No. R2025-22
2. IGA with ADWR for Dam Safety Study for Jaques Dam

**FISCAL IMPACT**

Final cost: \$535,000.00

Funding source (account no.): Water Rights Preservation (43-760-430-3354-0000)



**CITY OF SHOW LOW RESOLUTION NO. R2025-22**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY  
OF SHOW LOW, ARIZONA, APPROVING AN  
INTERGOVERNMENTAL AGREEMENT WITH ARIZONA  
DEPARTMENT OF WATER RESOURCES TO HIRE A  
CONSULTANT TO ASSESS JAKUES DAM**

**RECITALS:**

**WHEREAS**, Arizona Revised Statutes section 11-952 authorizes public agencies such as the City of Show Low and Arizona Department of Water Resources to enter into intergovernmental agreements for joint or cooperative action; and

**WHEREAS**, the City of Show Low and Arizona Department of Water Resources have a mutual interest in the condition and maintenance of Jaques Dam; and

**WHEREAS**, the Arizona Department of Water Resources has grant monies in an amount not to exceed \$535,000.00 to hire an engineering consultant to assess the existing condition of the Jaques Dam; and

**WHEREAS**, the City of Show Low would like to utilize said grant funding to hire an engineering consultant to assess the existing condition of the Jaques Dam; and

**WHEREAS**, the City and Arizona Department of Water Resources desire to enter into the Intergovernmental Agreement to hire an engineering consultant to assess the existing condition of the Jaques Dam.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the City of Show Low, Arizona, hereby approve the Intergovernmental Agreement with Intergovernmental Agreement to hire an engineering consultant to assess the existing condition of the Jaques Dam.

**BE IT FURTHER RESOLVED** authorizing the Mayor to sign said Agreement.

**PASSED AND ADOPTED** this 17th day of June, 2025, by the Mayor and Council of the City of Show Low, Arizona.

---

John Leech, Jr., Mayor

ATTEST:

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Rachael Hall, City Clerk

APPROVED AS TO FORM:

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Anna M. Atencio, City Attorney

**STATE OF ARIZONA  
DEPARTMENT OF WATER RESOURCES  
1110 West Washington St., Suite 310  
Phoenix, Arizona 85007**

This Agreement is entered into by the **CITY OF SHOW LOW** (the “**City**”) and the **DIRECTOR** of the **ARIZONA DEPARTMENT OF WATER RESOURCES** (“**ADWR**”), pursuant to authority granted by Arizona Revised Statutes (“**A.R.S.**”) §§ 45-105 and 11-952. The City and ADWR are hereinafter sometimes referred to individually as a “**Party**” or collectively as the “**Parties**”.

This document, including the General Provisions, Special Provisions, Scope of Service, and any attachments, shall constitute the entire agreement between the Parties and supersedes all other understandings, oral or written (“Agreement” or “IGA”).

Grant: ADWR shall grant the City an amount not to exceed \$535,000.00 from the Dam Repair Fund to hire an Engineering Consultant (“Consultant”) to complete an assessment of existing conditions at Jaques Dam. Optional Tasks (if any) identified in the Scope of Work are part of this Agreement but shall be activated by separate Notice(s) to Proceed by ADWR. The City has selected Tetra Tech, Inc. to execute this project. The Scope of Work and Budget prepared by Tetra Tech is attached to this IGA as **Attachment A** and made a part thereof.

**Term:** The Agreement is effective upon execution by all Parties. The Agreement shall continue in full force and effect for three years beginning on the effective date of this Agreement. The term may be renewed by mutual agreement of both Parties.

The Parties hereto agree to carry out the Provisions of this Agreement.

CITY OF SHOW LOW

ARIZONA DEPARTMENT OF WATER RESOURCES

|                                    |      |
|------------------------------------|------|
| Signature of Authorized Individual | Date |
|------------------------------------|------|

---

|                                    |      |
|------------------------------------|------|
| Signature of Authorized Individual | Date |
|------------------------------------|------|

Typed Name

Lynne J. Smith

Typed Name

Typed Title

Deputy Director

Typed Title

THIS AGREEMENT CONSISTS OF:

|                                        | <u>Page No.</u> |
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| 2. CONTENTS PAGE                       | 2               |
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| D. Notices, Correspondence and Reports | 8               |
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| 7. ATTACHMENT A                        | 11              |

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GENERAL PROVISIONS

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## 1. DEFINITIONS:

- 1.1. "Agreement" means this Interagency Service Agreement between ADWR and the City.
- 1.2. "Contract Officer" means the person designated by the Director to administer this Agreement.
- 1.3. "Director" means the Director of ADWR or a Deputy Director authorized by the Director to act on the Director's behalf.
- 1.4. "Public Works Director" means the City of Show Low Public Works Director or a person authorized by the Public Works Director to act on the Public Works Director's behalf.
- 1.5. "Laws" means all applicable state, federal, and local laws, including but not limited to those regarding unemployment insurance, disability insurance and worker's compensation.
- 1.6. "State" means the State of Arizona.
- 1.7. "Technical Administrator" means the person designated by ADWR to coordinate the technical aspects of this Agreement between the City and ADWR.

## 2. GENERAL REQUIREMENTS:

- 2.1. This Agreement shall be interpreted in accordance with Arizona law. Disputes arising out of this Agreement are subject to the jurisdiction of the Superior Court of the State of Arizona.
- 2.2. The Parties shall obtain and maintain all licenses, permits and authority necessary to perform their obligations pursuant to this Agreement, and shall comply with all applicable state, federal and local laws, including but not limited to those regarding unemployment insurance, disability insurance and worker's compensation. This Agreement does not relieve either Party from any obligation or responsibility imposed upon it by law.
- 2.3. Neither Party shall be considered an officer, employee or agent of the other. No monitoring or supervisory responsibility over the other Party's activities on the part of the other arises or as a result of, or pursuant to, this Agreement other than as expressly provided herein.
- 2.4. In this Agreement, Special Provisions alter the General Provisions. If the Special Provisions conflict with the General Provisions, the Special Provisions shall govern. If the Scope of Service conflicts with either the Special Provisions or the General Provisions, the terms of the Scope of Service shall govern.
- 2.5. No Boycott of Israel. As required by A.R.S. §§ 35-393 to 35-393.01, the Parties certify they are not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement.
- 2.6. The provisions of this Agreement are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the Agreement shall remain in effect.

## 3. BOOKS, RECORDS AND INSPECTION:

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona and the Parties for five (5) years after completion of the Agreement. Such records shall be produced at such state offices as are designated by ADWR.

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GENERAL PROVISIONS

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## 4. INDEMNIFICATION:

Each Party to this Agreement is independently responsible in the event of its own negligence. Neither Party agrees to indemnify the other Party.

## 5. PAYMENTS

- 5.1. Payments made by ADWR to the City pursuant to this Agreement are conditioned upon the availability to ADWR of monies authorized for expenditure in the manner and for the purpose provided herein. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADWR at the end of the period for which funds are available. No liability shall accrue to ADWR or the State of Arizona in the event this provision is exercised, and neither ADWR nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph
- 5.2. Payments are conditioned upon receipt of applicable, accurate and complete invoice(s) prepared by the City in accordance with the City's normal format and customary documentation. In the event of any conflicts between the Agreement and any invoice, this Agreement shall prevail.
- 5.3. The maximum amount of monies to be expended by ADWR pursuant to this Agreement is as noted on Page 1 of this Agreement. ADWR shall inform the City of any charges that are not approved and shall explain the basis for the non-approval.
- 5.4. If the City is determined by ADWR to be in default in the performance of any obligation under this Agreement, ADWR may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
- 5.5. ADWR may, at its options, withhold payment until receipt of all final report, documents or until completion of a financial audit.
- 5.6. The City shall pay invoices from the Consultant each month and maintain proof of said payments. Each month, the City shall send ADWR a pay request along with proof of payment of the Consultant's invoices.

## 6. RESOLUTION OF DIFFERENCES:

- 6.1. The Parties agree to resolve all conflicts to the maximum extent possible through cooperation and coordination of the respective Parties' program staff. If Department staff is unable to resolve any dispute, it shall be submitted to the Department's Director or Deputy Director to determine the path towards resolution.
- 6.2. Disputes arising out of this Agreement are subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518. Disputes not subject to arbitration are subject to the jurisdiction of the Superior Court of the State of Arizona.
- 6.3. The waiver of any breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

## 7. TERMINATION:

- 7.1. Each Party shall have the right to terminate this Agreement in whole or in part, without cause, by providing the other Party written notice of termination, effective fifteen (15) calendar days subsequent to the mailing by certified mail of such Notice Termination. If the termination is partial, the Parties shall continue to perform those portions of this Agreement that have not been terminated.
- 7.2. In the event of Termination as provided in subsection 7.1:
  - 7.2.1. The City shall deliver to ADWR all work in progress, and any completed documents, programs, data and other information or deliverables as described in this Agreement.
  - 7.2.2. If any Payments have been made on an advance basis, the City shall return any unexpended monies within forty-

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GENERAL PROVISIONS

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five (45) calendar days of receipt of Notice of Termination.

7.3. ADWR or the State of Arizona may cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511, which provides for cancellations of any contract made by the State, its political subdivisions, or any of the departments or agencies of either if any persons significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other Party of the contract with respect to the subject matter of the contract.

7.4. In the event of cancellation under Section 7.3 of this Agreement, or if the term of the Agreement expires, the City shall receive or return Payment as established in Section 7.2.

7.5. In the event that the Parties mutually agree to terminate a portion of the Agreement, the City shall continue to perform this Agreement to the extent not terminated under the provisions of this Section and receive and return payment as established in Section 7.2.

8. NON-DISCRIMINATION:

The Parties shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09 and 75-5 and all other applicable Federal and State laws, rules and regulations relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

9. NOTICES:

Whenever notice is required pursuant to this Agreement, such notice shall be in writing and shall be directed to the persons and addresses specified in the Scope of Services or to such other persons and/or addresses as either Party may designate to the other Party in writing. Notice shall be delivered in person or by certified mail, return receipt requested.

10. AMENDMENTS:

Amendments to this Agreement shall not be effective unless in writing and signed by both Parties.

11. SUBCONTRACTS:

The Consultant selected for this work is Tetra Tech, Inc. The Consultant was selected in accordance with A.R.S. Title 34.

12. WAIVERS:

Neither the City nor ADWR shall waive or modify any condition or requirement contained in or made a part of this Agreement without a written amendment signed by the Parties. The waiver of any breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. DELIVERABLES:

Upon receipt of a Deliverable, ADWR shall have a reasonable period of time, not to exceed 56 days, to review the Deliverable. If ADWR identifies deficiencies in the Deliverable, ADWR shall provide the City written comments and shall establish a time period by which the identified deficiencies shall be corrected. If the deficiencies are not corrected within this time frame, ADWR reserves the right to terminate the Agreement immediately upon sending written notice of such termination. If multiple Deliverables are submitted simultaneously, the ADWR review period for each Deliverable shall be consecutive and not concurrent.

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GENERAL PROVISIONS

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## 14. REPORTS, INFORMATION AND DATA:

Ownership of all reports, information, data, computer data elements and software prepared by the City or their consultants in performance of this Agreement shall vest jointly in the Parties. Subject to applicable State and Federal laws and regulations, the Parties shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. In doing so, each Party shall give credit for the contribution of the others.

## 15. EQUIPMENT DAMAGE AND REPAIRS:

Not applicable



SPECIAL PROVISIONS

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None.

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SCOPE OF SERVICES

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## A. PURPOSE:

The purpose of this Agreement is to grant the City monies not to exceed the amount noted on Page 1 of this Agreement to hire an Engineering Consultant ("Consultant") to assess the existing conditions at Jaques Dam. Optional Tasks (if any) identified in the Scope of Work are part of this Agreement but shall be activated by separate Notice(s) to Proceed by ADWR. The City has selected Tetra Tech, Inc. to execute this project. The Scope of Work and Budget prepared by Tetra Tech is attached to this IGA as **Attachment A** and made a part thereof.

## B. EFFECTIVE DATE:

This Agreement shall become effective upon the date it is executed by all Parties.

## C. TERM:

The Agreement shall continue in full force and effect for three years beginning on the effective date of this Agreement. The term may be renewed by mutual agreement of both Parties.

## D. NOTICES, CORRESPONDENCE AND REPORTS:

1. Notices, correspondence, and reports from ADWR to the City shall be sent to:

City of Show Low Contract Administrator:

William Kopp, PE, CFM  
Public Works Director  
180 N 9<sup>th</sup> Street  
Show Low, Arizona 85901  
Phone: 928-532-4081  
Fax: 928-532-4009  
Email: [bkopp@ci.show-low.az.us](mailto:bkopp@ci.show-low.az.us)

2. Notices, correspondence and reports from the City to ADWR shall be sent to:

ADWR Contract Officer:

Sharon Scantlebury  
Arizona Department of Water Resources  
1110 West Washington Street, Suite 310  
Phoenix, Arizona 85007  
Phone: 602-771-8472  
Fax: 602-771-8686  
Email: [sscantlebury@azwater.gov](mailto:sscantlebury@azwater.gov)

3. Any technical reports and inquiries regarding the technical aspects of this Agreement should be made to:

ADWR Technical Administrator:

Ravi Murthy, P.E.  
Arizona Department of Water Resources  
1110 West Washington St, Suite 310  
Phoenix, Arizona 85007  
Phone: (602) 771-8656  
Fax: (602) 771-8686

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SCOPE OF SERVICES

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rmurthy@azwater.gov

E. SERVICE ACTIVITY:

1. The City has hired Tetra Tech, Inc. to perform the engineering analyses for Jaques Dam.
2. The work shall be performed in accordance with Tetra Tech's proposal to the City titled "City of Show Low Project FM-4125 Jaques Dam Safety Analysis" dated May 14, 2025.
3. As described in the referenced proposal dated May 14, 2025, the work shall include the following tasks:
  - a. Project Kickoff Meeting
  - b. File Review
  - c. Dam Inspection
  - d. Geotechnical & Seismic Analyses
  - e. Hydrologic & Hydraulic Analyses
  - f. Structural Analyses
  - g. Potential Failure Modes & Effects Analysis
  - h. Structure Assessment Report
  - i. Progress Reporting and Project Management
  - j. No Optional Tasks are included in this Scope of Work

F. PRICING

Pricing for the project shall be in accordance with the May 14, 2025, proposal included herein as **Attachment A**.

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LEGAL DETERMINATION

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The attached Agreement between the Arizona Department of Water Resources and the City has been reviewed by the undersigned attorney's, who have determined that said Agreement is in proper form and is within the powers and authority of those Parties represented by the undersigned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Arizona Department of Water Resources

By: \_\_\_\_\_  
Kelly Brown, Deputy Counsel

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

City of Show Low

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

ATTACHMENTS

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**ATTACHMENT A**

## SCOPE OF SERVICES

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Tetra Tech will perform the Scope of Services as described below to complete the dam safety analysis for Jaques Dam. Draft submittals, comment resolution and final submittals are shown in **bold** text.

### Task 1: Project Kickoff Meeting

Tetra Tech will schedule and facilitate a virtual kickoff meeting with the City of Show Low (City), Arizona Department of Water Resources (ADWR) and our team members. Handouts including the project scope, schedule and points of contact will be distributed at least two weeks in advance for review and comment. Tetra Tech will provide note taking and will distribute **Draft Meeting Notes** for review by all attendees. **Final Meeting Notes** will be distributed after receipt of review comments.

### Task 2: File Review

Tetra Tech will obtain existing Jaques Dam records and documents, including inspection reports, technical reports, calculations, maps and models available from ADWR and the City. Similar to the Fool Hollow Dam project, we anticipate that ADWR will review their Jaques Dam database and select relevant technical information for transmittal to Tetra Tech. The individual documents will be assigned to the appropriate technical discipline for review. Tetra Tech will prepare a **Draft File Review Memorandum** summarizing the items reviewed and the information most relevant to the dam assessment. The memorandum will include digital copies of all relevant documents, indexed and categorized for use in technical analyses and the risk assessment. Eight (8) weeks will be provided for review and comments on the draft memorandum. Tetra Tech will provide **comment responses** and will schedule a virtual comment resolution meeting with the City and ADWR. Once comments are resolved, Tetra Tech will provide a **Final File Review Memorandum**.

### Task 3: Dam Inspection

Tetra Tech will conduct a 1-day site visit and inspection of Jaques Dam, including potential spillway locations identified in the Jaques Dam Spillway Study - Volume 2 Design Alternatives (JE Fuller, June 2023). Team members will include geotechnical, hydraulic and structural engineers. Health and safety plans will be prepared in advance. Each field day will start with a tailgate meeting to review potential hazards and responses to any incidents or emergencies.

The dam safety inspection will include visual observations of the following components:

- One day site visit to walk the site and observe, photograph, and document (with inspection checklist), site conditions including concrete spillway slabs, downstream riprap, surficial rock and soil features, visible seepage, and general site accessibility for future subsurface investigations.

- The site walk will include the dam crest, downstream toe, upstream and downstream embankment slopes and groins (if safely accessible), primary spillway outlet, emergency spillway, and downstream riprap. We assume that neither boat access nor confined space entry are required.
- Field surveys and video pipe inspection are excluded.

All team members will use in-house dam inspection forms to document findings and to present clearly labeled field photos. The observations and findings from the site visit and dam inspection will be summarized in a **Draft Inspection Report** for two (2) cycles of review with eight (8) weeks provided for each review by the City and ADWR. Tetra Tech will provide **comment responses** and will schedule a virtual comment resolution meeting with the City and ADWR for each review period. Once comments are resolved, Tetra Tech will provide a **Final Inspection Report**.

#### Task 4: Geotechnical & Seismic Analyses

Tetra Tech's geotechnical engineers will estimate input parameters based on file review (Task 2) and dam inspection (Task 3) to prepare preliminary geotechnical slope stability and seepage analyses in accordance with ADWR geotechnical and seismic requirements for a high-hazard dam under AAC R12-15-1216, and will evaluate the need for a filter or drainage system.

Per ACC R12-15-1216 criteria for a high hazard dam, the seismic evaluation will be based on the Maximum Credible Earthquake. Probabilistic evaluation of lesser earthquakes is not included in our scope of work for this phase. Tetra Tech's geotechnical/seismic specialist will evaluate the susceptibility of the dam to liquefaction or deformation during seismic events. When liquefaction is identified as a mechanism for slope instability, its effects will be incorporated by considering both shear strength at liquefaction trigger and post-liquefaction shear strength utilizing published correlations. The resulting slope stability analyses will form the basis for assessment of seismically induced slope displacements and commensurate loss of freeboard

It is noted in ACC R12-15-1216 B. 2 (f) that the more sophisticated procedures may be required by the Director for sites with high seismicity or low strength embankment or foundation soils. These additional, more sophisticated procedures are not included in our scope of work for this phase.

The methods and results of the geotechnical and seismic analyses will be summarized in **Draft Geotechnical and Seismic Memorandums** (including all models and digital files) submitted for two (2) cycles of review by the City and ADWR with eight (8) weeks provided for each review period. The memorandums will include recommendations for future field investigations and laboratory analyses to address geotechnical and seismic data gaps. Tetra Tech will provide **comment responses** for each review cycle, and will schedule a virtual comment resolution meeting with the City and ADWR for resolution of remaining comments. Once comments are resolved, Tetra Tech will provide the **Final Geotechnical and Seismic Memorandums**.

### Task 5: Hydrologic and Hydraulic (H&H) Analyses

Concurrent with Task 2, Tetra Tech will conduct an independent review of Jaques Dam Spillway Study volumes 1, 2 and 3 prepared by JE Fuller and any previous H&H studies identified under Task 2. We will evaluate the need or applicability for:

- An Incremental Damage Assessment (IDA) to potentially reduce the required inflow design flood, with associated survey or aerial mapping to better characterize the differences in downstream inundation with and without a dam breach. Preparation of an IDA, if determined to be necessary, is excluded from our scope of work for this phase.
- Computational fluid dynamic (CFD) modeling to evaluate the emergency spillway in terms of flow capacity, tailwater effects and freeboard. Preparation of an CFD, if determined to be necessary, is excluded from our scope of work for this phase.
- A bathymetric survey for use in estimating future sediment loading that may affect dam safety or future recreational use of the lake. Performance of a bathymetric survey, if determined to be necessary, is excluded from our scope of work for this phase.

Tetra Tech will prepare a **Draft H&H Review Memorandum** summarizing the items reviewed, the information most relevant to the dam assessment and recommendations for additional studies. The memorandum will include digital copies of all relevant hydrologic, hydraulic and sediment related documents, indexed and categorized for use in technical analyses and the risk assessment. The Draft H&H Review Memorandum will be submitted for two (2) cycles of review by the City and ADWR with eight (8) weeks provided for each review period. Tetra Tech will provide **comment responses** and will schedule a virtual comment resolution meeting with the City and ADWR. Once comments are resolved, Tetra Tech will provide a **Final H&H Review Memorandum**.

### Task 6: Structural Analyses

Structural design is not required, but review of existing information (Task 2) and field inspection (Task 3) by a structural engineer is recommended to make preliminary evaluations regarding repair or replacement of the existing concrete and recommendations for future field testing. Structural recommendations will be documented in a **Draft Structural Memorandum** submitted for review by the City and ADWR with eight (8) weeks provided for review. Tetra Tech will provide **comment responses** and will schedule a virtual comment resolution meeting with the City and ADWR for each review. Once comments are resolved, Tetra Tech will provide a **Final Structural Memorandum**.

### Task 7: Potential Failure Modes & Effects Analysis

Tetra Tech will facilitate potential failure modes and effects analysis (PFMEA) for Jaques Dam using the approach described in Section 5.7.2 and Section 5.7.3 in “Rehabilitation of High Hazard Potential Dams”



FP104-008- 7. Tetra Tech will provide a qualified facilitator and in-person subject matter experts for H&H, geotechnical engineering and structural engineering. A subject matter expert for seismic engineering will be available for virtual attendance

Steps will include:

- Develop a list of preliminary potential failure modes based on review of existing information and field inspection and submit for initial two (2) week review by the City and ADWR. Convene a virtual meeting to discuss review comments and finalize the preliminary list.
- Develop a draft **digital read-ahead packet** that includes a workshop agenda, list of potential failure modes, a summary of the PFMEA process outlined in the FEMA documentation, and a database of previous studies and pertinent dam information. Submit to the City and ADWR for review and comment. After revisions, the final **digital read-ahead packet** will be distributed to the PFMEA team one week in advance of the workshop.
- Conduct a three-day workshop in Show Low. The first day will include an introduction to the PFMEA process, site visit, and review of the previously distributed documents. The second and third days will be devoted to discussion, evaluation and categorization of potential failure modes. The discussions will consider the degree of uncertainty in the likelihood of occurrence and consequences for each failure modes as well as potential mitigation alternatives. The discussions will also identify failure modes that need more information and will recommend additional investigations or analyses to address the data gaps.
- Prepare the **Draft PFMEA Report** for two (2) cycles of review by the City and ADWR and allow at least eight (8) weeks for review and comment. For each review, Tetra Tech will provide a **comment resolution table** and will schedule a virtual comment resolution meeting with the City and ADWR after allowing at least one week for review of the responses. Once all comments are resolved, Tetra Tech will prepare and submit the **Final PFMEA Report**.

### Task 8: Structure Assessment Report

The Tetra Tech team will prepare a comprehensive Jaques Dam Safety Assessment Report to document all activities conducted for the assessment. We anticipate that the report will include a 2- to 3-page executive summary of key findings, data gaps and recommended future analyses. The main body of the report will summarize findings for each of the tasks listed above. The individual technical memoranda for each task will be included as appendices.

The **Draft Structure Assessment Report** will be submitted for two (2) cycles of review by the City and ADWR with eight (8) weeks provided for each review period. Once comments are received, Tetra Tech will develop a **comment resolution table** that includes review comments and our team's responses for submittal to the City and ADWR. A virtual comment resolution meeting will be scheduled after allowing at least one week for review of comment responses. Once all comments are resolved, Tetra Tech will prepare and submit the final

**Structure Assessment Report** in a PDF format with native files for field surveys, calculations, hydrologic, hydraulic, geotechnical and seismic modeling, and GIS.

### Task 9: Progress Reporting and Project Management

Tetra Tech will conduct monthly virtual meetings to discuss project status. An agenda will be provided at least 3 days prior to each meeting, and minutes of meetings will be distributed for review following monthly discussion.

Tetra Tech will prepare quarterly reports on project status, including work completed during the quarter, comments on schedule, comments on budget, and work proposed for the next quarter.

General project management activities include:

- Preparation of Health and Safety Plans for field work performed for the project.
- Internal tracking and coordination of resource utilization and project costs
- Staff coordination to keep work progressing as planned in accordance with scope of work
- Monthly invoicing; and other routine project management duties.

## ASSUMPTIONS AND EXCLUSIONS

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- All work not specifically stated within the scope of services for each respective task is hereby excluded from its respective contract, including but not limited to, probabilistic evaluation of lesser earthquakes, incremental damage assessments, computational fluid dynamic modeling, and bathymetric surveys, field and/or aerial surveys.
- If additional services beyond those listed in the Scope of Work above are requested, the scope of services shall be specified in writing and agreed to by both parties prior to commencing work.
- Reliance on Provided Information – Client will provide to Tetra Tech all data in Client's possession relating to Tetra Tech's services on the project. Tetra Tech shall be entitled to rely upon any information, data and documentation concerning the Project provided to it by Client or other parties or that is generally available, as well as any statements and representations made by Client concerning the Project or the Services. In relying on such information, Tetra Tech shall have no obligation to investigate or independently verify the accuracy or completeness of such information.
- Permits-Tetra Tech assumes no permits will be required for performance of the work other than approval from client.
- Field Investigations-It is understood that geotechnical field investigations and laboratory analyses are not required under this current phase.

- Supplemental topographic mapping and field surveys of structures in downstream areas inundated by spillway flows or dam breach flows are excluded from this scope and fee. Additional survey, if needed can be included in a modification for the IDA identified in Task 5.
- Tetra Tech assumes utility information will be provided by Client. Utility investigation, including horizontal and vertical location of utilities in direct conflict with the proposed construction by actual exposure, is excluded from this scope and fee.
- Reviews – The Client will examine Tetra Tech’s studies, reports, sketches, drawings, specifications, proposals, and other documents and render, in writing, decisions required in a timely manner.
- Conflicting Comments – Document review and resolution of conflicting comments from Client staff or stakeholders will be managed by Client.
- Delays – Tetra Tech shall not be responsible for any delays due to the actions or inactions of the Client or any third parties.
- Changes to Scope – The Client may make or approve changes within the Scope of Work. If such changes affect Tetra Tech's cost of or time for performance of the services, an equitable adjustment will be made through an amendment.
- Units – Calculations, analyses, design, plans, specifications, and other project work will be prepared in English units; the use of metric units will not be required.
- Changes - After receipt of approval(s), design directive(s), or affirmations, any subsequent change requested in the design or design documents shall be considered an additional service. Compensation for additional services shall be negotiated prior to initiating the change.
- Hazardous Materials - The Client acknowledges that Tetra Tech will have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials, in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If Tetra Tech suspects the presence of hazardous materials, they will notify the CLIENT immediately for resolution.

## PROJECT SCHEDULE

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Tetra Tech will complete the in accordance with the following milestone schedule based on the assumption of receipt of notice to proceed in early July.

| Task                                                | Est. Completion Date |
|-----------------------------------------------------|----------------------|
| ➤ <b>Notice to Proceed</b>                          | 07/07/2025           |
| ➤ <b>Kickoff Meeting</b>                            |                      |
| ○ Distribute Project Kickoff Materials for Review   | 07/11/2025           |
| ○ Project Kickoff Meeting                           | 07/28/2025           |
| ➤ <b>File Review</b>                                |                      |
| ○ Submit File Review Memo for Review                | 08/15/2025           |
| ○ Comment Resolution Meeting                        | 10/21/2025           |
| ○ Submit Final File Review Memorandum               | 10/28/2025           |
| ➤ <b>Dam Inspection</b>                             |                      |
| ○ Conduct Field Inspection of Dam                   | 10/31/2025           |
| ○ Submit Draft Inspection Report for Review         | 11/17/2025           |
| ○ Initial Comment Resolution Meeting                | 02/04/2026           |
| ○ Submit Draft Final Inspection Report for Review   | 02/19/2026           |
| ○ Final Comment Resolution Meeting                  | 04/24/2026           |
| ○ Submit Final Dam Inspection Report                | 05/01/2026           |
| ➤ <b>Geotechnical Analysis</b>                      |                      |
| ○ Submit Draft Geotechnical Memo for Review         | 03/31/2026           |
| ○ Initial Comment Resolution Meeting                | 06/11/2026           |
| ○ Submit Draft Final Geotechnical Memo for Review   | 06/25/2026           |
| ○ Final Comment Resolution Meeting                  | 08/28/2026           |
| ○ Submit Final Geotechnical Memorandum              | 09/04/2026           |
| ➤ <b>H&amp;H Analysis</b>                           |                      |
| ○ Submit Draft H&H Memorandum for Review            | 09/29/2025           |
| ○ Initial Comment Resolution Meeting                | 12/04/2025           |
| ○ Submit Draft Final Dam Inspection Memo for Review | 12/11/2025           |
| ○ Final Comment Resolution Meeting                  | 02/20/2026           |
| ○ Submit Final H&H Memorandum                       | 02/27/2026           |

**PROJECT SCHEDULE (CONTINUED)**

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| Task                                                   | Est. Completion Date     |
|--------------------------------------------------------|--------------------------|
| ➤ <b>Structure Analysis</b>                            |                          |
| ○ Submit Draft Structure Analysis Report for Review    | 11/21/2025               |
| ○ Comment Resolution Meeting                           | 01/27/2026               |
| ○ Submit Final Structure Analysis Report for Review    | 02/03/2026               |
| ➤ <b>PFMEA Analysis</b>                                |                          |
| ○ Submit Prelim Potential Failure Mode List for Review | 09/18/2026               |
| ○ Mode List Comment Resolution Meeting                 | 10/08/2026               |
| ○ Conduct PFMEA Workshop                               | 11/03/2026 to 11/05/2026 |
| ○ Submit Draft PFMEA Report for Review                 | 12/03/2026               |
| ○ Initial Comment Resolution Meeting                   | 02/12/2027               |
| ○ Submit Draft Final PFMEA Report for Review           | 03/05/2027               |
| ○ Final Comment Resolution Meeting                     | 05/10/2027               |
| ○ Submit Final PFMEA Report                            | 05/24/2027               |
| ➤ <b>Structure Assessment Report</b>                   |                          |
| ○ Submit Draft Structure Assessment Report Review      | 07/05/2027               |
| ○ Initial Comment Resolution Meeting                   | 09/07/2027               |
| ○ Submit Draft Final Structure Assessment for Review   | 09/28/2027               |
| ○ Final Comment Resolution Meeting                     | 12/01/2027               |
| ○ Submit Final Structure Assessment Report             | 12/15/2027               |

## ESTIMATED FEE

The estimated FEE for the scope described above is **\$533,180.00** on a fixed fee basis.

A task breakdown of Tetra Tech's fee estimate is provided below.

| Task                                                     | Labor               | Travel<br>(Attached) | Direct<br>Costs | Subs               | Task Total          |
|----------------------------------------------------------|---------------------|----------------------|-----------------|--------------------|---------------------|
| Task 1 - Project Kickoff                                 | \$12,936.00         |                      |                 | \$0.00             | \$12,936.00         |
| Task 2 - File Review                                     | \$48,138.00         |                      |                 | \$0.00             | \$48,138.00         |
| Task 3 - Dam Inspection                                  | \$65,076.00         | \$4,014.00           |                 | \$418.00           | \$69,508.00         |
| Task 4 - Geotechnical Analyses                           | \$142,859.00        |                      |                 | \$1,254.00         | \$144,113.00        |
| <i>Task 4.1 Preliminary Analysis</i>                     | <i>\$17,807.00</i>  |                      |                 |                    | <i>\$17,807.00</i>  |
| <i>Task 4.2 Seepage Analysis &amp; Filter Evaluation</i> | <i>\$42,914.00</i>  |                      |                 |                    | <i>\$42,914.00</i>  |
| <i>Task 4.3 Seismic Analysis</i>                         | <i>\$21,800.00</i>  |                      |                 |                    | <i>\$21,800.00</i>  |
| <i>Task 4.4 Geotechnical Memorandum</i>                  | <i>\$60,338.00</i>  |                      |                 |                    | <i>\$60,338.00</i>  |
| Task 5 - HH Analysis                                     | \$63,418.00         |                      |                 | \$2,090.00         | \$65,508.00         |
| Task 6 - Structural Analysis                             | \$11,400.00         |                      |                 | \$418.00           | \$11,818.00         |
| Task 7 - Potential Failure Modes & Effects Analysis      | \$74,630.00         | \$5,924.00           | \$249.00        | \$2,090.00         | \$82,893.00         |
| Task 8 - Structure Assessment Report                     | \$49,332.00         |                      |                 | \$4,180.00         | \$53,512.00         |
| Task 9 - Other Meetings & Reports/ Project Management    | \$46,008.00         |                      |                 | \$0.00             | \$46,008.00         |
| <b>Total</b>                                             | <b>\$513,797.00</b> | <b>\$9,938.00</b>    | <b>\$249.00</b> | <b>\$10,450.00</b> | <b>\$533,180.00</b> |

Additional services, if requested, shall be provided in accordance with the following schedule of rates:



**TETRA TECH DIVISION: WTR**

**August 2024 - September 2026**

**HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE**

| <b>Project Management</b> |          | <b>Designers/GIS &amp; Technicians</b>          |              |
|---------------------------|----------|-------------------------------------------------|--------------|
| Project Manager           | \$185.00 | CAD/GIS Designer                                | \$125.00     |
| Senior Project Manager    | \$220.00 | Sr CAD/GIS Designer                             | \$216.00     |
| Principal Project Manager | \$315.00 |                                                 |              |
| Program Manager           | \$355.00 | <b>General &amp; Administrative</b>             |              |
| Principal in Charge       | \$404.00 | Project Controls                                | \$116.00     |
|                           |          | Project Analyst                                 | \$135.00     |
|                           |          | Sr. Project Administrator                       | \$154.00     |
| <b>Engineers</b>          |          | <b>Reimbursable In-House Costs:</b>             |              |
| Engineering Technician    | \$100.00 | Photo Copies (B&W 8.5"x11")                     | \$ 0.20/Each |
| Engineer 1                | \$122.00 | Photo Copies (B&W 11"x17")                      | \$ 0.50/Each |
| Engineer 2                | \$162.00 | Color Copies (up to 8.5"x11")                   | \$ 1.00/Each |
| Project Engineer          | \$184.00 | Color Copies (to 11"x17")                       | \$ 1.50/Each |
| Sr Engineer 1             | \$201.00 | Compact Discs                                   | \$5/each     |
| Sr Engineer 2             | \$220.00 | Large format copies - Bond                      | \$0.50 S.F.  |
| Sr Engineer 3             | \$263.00 | Computer Usage: not to exceed                   | \$3.55/hour  |
| Sr Engineer 4             | \$306.00 | Mileage-Company Vehicle                         | \$0.80/mile  |
| Principal Engineer        | \$325.00 | Mileage-POV                                     | \$0.70/mile* |
|                           |          | *current GSA POV mileage rate subject to change |              |

Proposed negotiated increase in rates, 3.5% minimum per year, for contracts extending beyond 9/30/2026. All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor.

# Exhibit C Basis of Fee

City of Show Low Project FM-4125 Jaques Dam Safety Analysis  
March 27, 2025

The following tables provide a detailed basis for the proposed fee.

## Jaques Dam - Comprehensive Structure Assessment Report Detailed Basis of Fee-Labor

|                                                       | Project Manager | Sr. Geotech Eng. | Sr. Geotech Eng. (PFMEA) | Principal Geotech Eng. (Seismic) | Project Geotech Eng. | Staff Geotech Eng. | Principal H&H Eng. | Project H&H Eng. | Project GIS | Project Structure Eng. | Admin     | Project Controls | Total Hours  | Total Labor      |
|-------------------------------------------------------|-----------------|------------------|--------------------------|----------------------------------|----------------------|--------------------|--------------------|------------------|-------------|------------------------|-----------|------------------|--------------|------------------|
| Contract Rate>                                        | \$220.00        | \$306.00         | \$306.00                 | \$325.00                         | \$220.00             | \$122.00           | \$325.00           | \$196.00         | \$216.00    | \$263.00               | \$154.00  | \$116.00         |              |                  |
| Task 1 - Project Kickoff                              | 12              | 4                | 6                        | 4                                | -                    | -                  | 6                  | 6                | -           | 6                      | 8         | -                | 52           | \$12,936         |
| Task 2 - File Review                                  | 10              | 22               | 4                        | 20                               | 40                   | 24                 | 14                 | 40               | -           | 28                     | -         | -                | 202          | \$48,138         |
| Task 3 - Dam Inspection                               | 5               | 6                | 40                       | 4                                | 58                   | 28                 | 52                 | -                | -           | 52                     | 12        | -                | 257          | \$65,076         |
| Task 4 - Geotechnical Analyses                        |                 |                  |                          |                                  |                      |                    |                    |                  |             |                        |           |                  |              | \$142,859        |
| 4.1 Prelim Analysis                                   | 8               | 20               | 2                        | 7                                | 32                   | -                  | -                  | -                | -           | -                      | -         | -                | 69           | \$17,807         |
| 4.2 Seepage Analysis                                  | -               | 14               | 10                       | 2                                | 70                   | 160                | -                  | -                | -           | -                      | -         | -                | 256          | \$42,914         |
| 4.3 Seismic Analysis                                  | -               | -                | -                        | 40                               | 40                   | -                  | -                  | -                | -           | -                      | -         | -                | 80           | \$21,800         |
| 4.4 Geotech Memorandum                                | 8               | 20               | 24                       | 54                               | 102                  | 42                 | -                  | -                | -           | -                      | -         | -                | 250          | \$60,338         |
| Task 5 - HH Analysis                                  | 8               | -                | -                        | -                                | -                    | -                  | 98                 | 108              | 40          | -                      | -         | -                | 254          | \$63,418         |
| Task 6 - Structural Analysis                          | 4               | -                | -                        | -                                | -                    | -                  | -                  | -                | -           | 40                     | -         | -                | 44           | \$11,400         |
| Task 7 - Potential Failure Modes & Effects Analysis   | 6               | 22               | 88                       | -                                | -                    | 64                 | 78                 | -                | -           | 20                     | 8         | -                | 286          | \$74,630         |
| Task 8 - Structure Assessment Report                  | 8               | 4                | 28                       | 16                               | 28                   | -                  | 40                 | 24               | 16          | 20                     | -         | -                | 184          | \$49,332         |
| Task 9 - Other Meetings & Reports/ Project Management | 92              | -                | 4                        | -                                | 8                    | -                  | 28                 | -                | -           | 28                     | 32        | 12               | 204          | \$46,008         |
| <b>Totals</b>                                         | <b>161</b>      | <b>112</b>       | <b>206</b>               | <b>147</b>                       | <b>378</b>           | <b>318</b>         | <b>316</b>         | <b>178</b>       | <b>56</b>   | <b>194</b>             | <b>60</b> | <b>12</b>        | <b>2,138</b> | <b>\$513,797</b> |

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Exhibit C  
Basis of Fee

City of Show Low Project FM-4125 Jaques Dam Safety Analysis  
March 27, 2025

The following tables provide a detailed basis for the proposed travel expenses.

**Travel Expenses**

**Dam Inspection (2 people from out of state, 1 person from Tucson)**

|                                | Quantity/<br>Person | # Persons | Unit Cost | Cost           | Notes                                           |
|--------------------------------|---------------------|-----------|-----------|----------------|-------------------------------------------------|
| Airfare                        | 1                   | 2         | \$660     | \$ 1,320       | To PHX from Jacksonville, FL and Louisville, KY |
| Mileage                        | 400                 | 1         | \$1       | \$230          | RT Tucson to Show Low                           |
| Hotel nights                   | 2                   | 3         | \$145     | \$870          | GSA Rate                                        |
| Meals days                     | 3                   | 3         | \$ 64     | \$576          | GSA Rate                                        |
| Car Rental days                | 3                   | 2         | \$ 80     | \$480          |                                                 |
| Airport Parking days           | 3                   | 2         | \$ 15     | \$ 90          |                                                 |
| Rental Car Gas                 |                     |           |           | \$100          |                                                 |
| <b>Total including G&amp;A</b> |                     |           |           | <b>\$4,014</b> |                                                 |

**PFMEA (4 people from out of state, 1 person from Tucson)**

|                                | Quantity/<br>Person | # Persons | Unit Cost | Cost           | Notes                                              |
|--------------------------------|---------------------|-----------|-----------|----------------|----------------------------------------------------|
| Airfare                        | 1                   | 2         | \$660     | \$1,320        | To PHX from Denver, CO, Lexington & Louisville, KY |
| Mileage                        | 400                 | 1         | \$0.700   | \$280          | RT Tucson to Show Low                              |
| Hotel nights                   | 4                   | 3         | \$145     | \$1,740        | GSA Rate                                           |
| Meals days                     | 5                   | 3         | \$68      | \$1,020        | GSA Rate                                           |
| Car Rental days                | 5                   | 2         | \$80      | \$800          |                                                    |
| Airport Parking days           | 5                   | 2         | \$15      | \$150          |                                                    |
| Rental Car Gas                 |                     |           |           | \$100          |                                                    |
| <b>Total including G&amp;A</b> |                     |           |           | <b>\$5,924</b> |                                                    |

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Exhibit C  
Basis of Fee

City of Show Low Project FM-4125 Jaques Dam Safety Analysis  
March 27, 2025

The following tables provide a detailed basis for the subconsultant expenses.

**Jaques Dam - Comprehensive Structure Assessment Report Detailed Basis of Fee-Subconsultant Services**

**JE FULLER**

| Jaques Dam - Comprehensive Structure Assessment Report<br><br>Contract Rate> | Sr. Hydrology QA/QC Engineer | Total Hours | Total Labor | Direct Costs | Sub Cost       | Sub Markup (10%) | Total Sub Cost  |
|------------------------------------------------------------------------------|------------------------------|-------------|-------------|--------------|----------------|------------------|-----------------|
|                                                                              | \$190.00                     |             |             |              |                |                  |                 |
| Task 1 - Project Kickoff                                                     | -                            | -           | \$0         | -            | \$0            | \$0              | \$0             |
| Task 2 - File Review                                                         | -                            | -           | \$0         | -            | \$0            | \$0              | \$0             |
| Task 3 - Dam Inspection                                                      | 2                            | 2           | \$380       | -            | \$380          | \$38             | \$418           |
| Task 4 - Geotechnical Analyses                                               | 6                            | 6           | \$1,140     | -            | \$1,140        | \$114            | \$1,254         |
| Task 5 - HH Analysis                                                         | 10                           | 10          | \$1,900     | -            | \$1,900        | \$190            | \$2,090         |
| Task 6 - Structural Analysis                                                 | 2                            | 2           | \$380       | -            | \$380          | \$38             | \$418           |
| Task 7 - Potential Failure Modes & Effects Analysis                          | 10                           | 10          | \$1,900     | -            | \$1,900        | \$190            | \$2,090         |
| Task 8 - Structure Assessment Report                                         | 20                           | 20          | \$3,800     | -            | \$3,800        | \$380            | \$4,180         |
| Task 9 - Other Meetings & Reports/ Project Management                        | -                            | -           | \$0         | -            | \$0            | \$0              | \$0             |
| <b>Totals</b>                                                                | <b>50</b>                    | <b>50</b>   | <b>`</b>    | <b>-</b>     | <b>\$9,500</b> | <b>\$950</b>     | <b>\$10,450</b> |

MTG DATE: 6/17/2025  
ITEM: 8.D

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Approval of Professional Services Contract for Dam Safety Study for Jaques Dam (Bill Kopp)

**RECOMMENDATION**

I **MOVE** to approve the Professional Services Contract for the Jaques Dam Safety Study City of Show Low Project number FM-4125 to Tetra Tech in an amount not to exceed \$535,000.00.

**BACKGROUND**

In anticipation of grant funding from Arizona Department of Water Resources, City staff solicited a Request for Qualifications (RFQ) for engineering services to prepare a Dam Safety Study for Jaques Dam at Show Low Lake. This study will be the next step in securing construction funding for future spillway upgrades. The project will be administered by the City and ADWR will reimburse 100% of the costs. The project budget is \$535,000.00

The project was advertised per statutory requirements. Two SOQs were received and Tetra Tech was selected.

Staff recommends approving the professional services contract for the Jaques Dam Safety Study City of Show Low Project No. FM-4125 to Tetra Tech in an amount not to exceed \$535,000.00.

**ATTACHMENTS**

1. Scope and Fees for Dam Safety Study for Jaques Dam

**FISCAL IMPACT**

Anticipated cost: \$535,000.00

Funding source (account no.): Water Rights Preservation (43-760-430-3354-0000)

## SCOPE OF SERVICES

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Tetra Tech will perform the Scope of Services as described below to complete the dam safety analysis for Jaques Dam. Draft submittals, comment resolution and final submittals are shown in **bold** text.

### Task 1: Project Kickoff Meeting

Tetra Tech will schedule and facilitate a virtual kickoff meeting with the City of Show Low (City), Arizona Department of Water Resources (ADWR) and our team members. Handouts including the project scope, schedule and points of contact will be distributed at least two weeks in advance for review and comment. Tetra Tech will provide note taking and will distribute **Draft Meeting Notes** for review by all attendees. **Final Meeting Notes** will be distributed after receipt of review comments.

### Task 2: File Review

Tetra Tech will obtain existing Jaques Dam records and documents, including inspection reports, technical reports, calculations, maps and models available from ADWR and the City. Similar to the Fool Hollow Dam project, we anticipate that ADWR will review their Jaques Dam database and select relevant technical information for transmittal to Tetra Tech. The individual documents will be assigned to the appropriate technical discipline for review. Tetra Tech will prepare a **Draft File Review Memorandum** summarizing the items reviewed and the information most relevant to the dam assessment. The memorandum will include digital copies of all relevant documents, indexed and categorized for use in technical analyses and the risk assessment. Eight (8) weeks will be provided for review and comments on the draft memorandum. Tetra Tech will provide **comment responses** and will schedule a virtual comment resolution meeting with the City and ADWR. Once comments are resolved, Tetra Tech will provide a **Final File Review Memorandum**.

### Task 3: Dam Inspection

Tetra Tech will conduct a 1-day site visit and inspection of Jaques Dam, including potential spillway locations identified in the Jaques Dam Spillway Study - Volume 2 Design Alternatives (JE Fuller, June 2023). Team members will include geotechnical, hydraulic and structural engineers. Health and safety plans will be prepared in advance. Each field day will start with a tailgate meeting to review potential hazards and responses to any incidents or emergencies.

The dam safety inspection will include visual observations of the following components:

- One day site visit to walk the site and observe, photograph, and document (with inspection checklist), site conditions including concrete spillway slabs, downstream riprap, surficial rock and soil features, visible seepage, and general site accessibility for future subsurface investigations.

- The site walk will include the dam crest, downstream toe, upstream and downstream embankment slopes and groins (if safely accessible), primary spillway outlet, emergency spillway, and downstream riprap. We assume that neither boat access nor confined space entry are required.
- Field surveys and video pipe inspection are excluded.

All team members will use in-house dam inspection forms to document findings and to present clearly labeled field photos. The observations and findings from the site visit and dam inspection will be summarized in a **Draft Inspection Report** for two (2) cycles of review with eight (8) weeks provided for each review by the City and ADWR. Tetra Tech will provide **comment responses** and will schedule a virtual comment resolution meeting with the City and ADWR for each review period. Once comments are resolved, Tetra Tech will provide a **Final Inspection Report**.

#### Task 4: Geotechnical & Seismic Analyses

Tetra Tech's geotechnical engineers will estimate input parameters based on file review (Task 2) and dam inspection (Task 3) to prepare preliminary geotechnical slope stability and seepage analyses in accordance with ADWR geotechnical and seismic requirements for a high-hazard dam under AAC R12-15-1216, and will evaluate the need for a filter or drainage system.

Per ACC R12-15-1216 criteria for a high hazard dam, the seismic evaluation will be based on the Maximum Credible Earthquake. Probabilistic evaluation of lesser earthquakes is not included in our scope of work for this phase. Tetra Tech's geotechnical/seismic specialist will evaluate the susceptibility of the dam to liquefaction or deformation during seismic events. When liquefaction is identified as a mechanism for slope instability, its effects will be incorporated by considering both shear strength at liquefaction trigger and post-liquefaction shear strength utilizing published correlations. The resulting slope stability analyses will form the basis for assessment of seismically induced slope displacements and commensurate loss of freeboard

It is noted in ACC R12-15-1216 B. 2 (f) that the more sophisticated procedures may be required by the Director for sites with high seismicity or low strength embankment or foundation soils. These additional, more sophisticated procedures are not included in our scope of work for this phase.

The methods and results of the geotechnical and seismic analyses will be summarized in **Draft Geotechnical and Seismic Memorandums** (including all models and digital files) submitted for two (2) cycles of review by the City and ADWR with eight (8) weeks provided for each review period. The memorandums will include recommendations for future field investigations and laboratory analyses to address geotechnical and seismic data gaps. Tetra Tech will provide **comment responses** for each review cycle, and will schedule a virtual comment resolution meeting with the City and ADWR for resolution of remaining comments. Once comments are resolved, Tetra Tech will provide the **Final Geotechnical and Seismic Memorandums**.

### Task 5: Hydrologic and Hydraulic (H&H) Analyses

Concurrent with Task 2, Tetra Tech will conduct an independent review of Jaques Dam Spillway Study volumes 1, 2 and 3 prepared by JE Fuller and any previous H&H studies identified under Task 2. We will evaluate the need or applicability for:

- An Incremental Damage Assessment (IDA) to potentially reduce the required inflow design flood, with associated survey or aerial mapping to better characterize the differences in downstream inundation with and without a dam breach. Preparation of an IDA, if determined to be necessary, is excluded from our scope of work for this phase.
- Computational fluid dynamic (CFD) modeling to evaluate the emergency spillway in terms of flow capacity, tailwater effects and freeboard. Preparation of an CFD, if determined to be necessary, is excluded from our scope of work for this phase.
- A bathymetric survey for use in estimating future sediment loading that may affect dam safety or future recreational use of the lake. Performance of a bathymetric survey, if determined to be necessary, is excluded from our scope of work for this phase.

Tetra Tech will prepare a **Draft H&H Review Memorandum** summarizing the items reviewed, the information most relevant to the dam assessment and recommendations for additional studies. The memorandum will include digital copies of all relevant hydrologic, hydraulic and sediment related documents, indexed and categorized for use in technical analyses and the risk assessment. The Draft H&H Review Memorandum will be submitted for two (2) cycles of review by the City and ADWR with eight (8) weeks provided for each review period. Tetra Tech will provide **comment responses** and will schedule a virtual comment resolution meeting with the City and ADWR. Once comments are resolved, Tetra Tech will provide a **Final H&H Review Memorandum**.

### Task 6: Structural Analyses

Structural design is not required, but review of existing information (Task 2) and field inspection (Task 3) by a structural engineer is recommended to make preliminary evaluations regarding repair or replacement of the existing concrete and recommendations for future field testing. Structural recommendations will be documented in a **Draft Structural Memorandum** submitted for review by the City and ADWR with eight (8) weeks provided for review. Tetra Tech will provide **comment responses** and will schedule a virtual comment resolution meeting with the City and ADWR for each review. Once comments are resolved, Tetra Tech will provide a **Final Structural Memorandum**.

### Task 7: Potential Failure Modes & Effects Analysis

Tetra Tech will facilitate potential failure modes and effects analysis (PFMEA) for Jaques Dam using the approach described in Section 5.7.2 and Section 5.7.3 in “Rehabilitation of High Hazard Potential Dams”

FP104-008- 7. Tetra Tech will provide a qualified facilitator and in-person subject matter experts for H&H, geotechnical engineering and structural engineering. A subject matter expert for seismic engineering will be available for virtual attendance

Steps will include:

- Develop a list of preliminary potential failure modes based on review of existing information and field inspection and submit for initial two (2) week review by the City and ADWR. Convene a virtual meeting to discuss review comments and finalize the preliminary list.
- Develop a draft **digital read-ahead packet** that includes a workshop agenda, list of potential failure modes, a summary of the PFMEA process outlined in the FEMA documentation, and a database of previous studies and pertinent dam information. Submit to the City and ADWR for review and comment. After revisions, the final **digital read-ahead packet** will be distributed to the PFMEA team one week in advance of the workshop.
- Conduct a three-day workshop in Show Low. The first day will include an introduction to the PFMEA process, site visit, and review of the previously distributed documents. The second and third days will be devoted to discussion, evaluation and categorization of potential failure modes. The discussions will consider the degree of uncertainty in the likelihood of occurrence and consequences for each failure modes as well as potential mitigation alternatives. The discussions will also identify failure modes that need more information and will recommend additional investigations or analyses to address the data gaps.
- Prepare the **Draft PFMEA Report** for two (2) cycles of review by the City and ADWR and allow at least eight (8) weeks for review and comment. For each review, Tetra Tech will provide a **comment resolution table** and will schedule a virtual comment resolution meeting with the City and ADWR after allowing at least one week for review of the responses. Once all comments are resolved, Tetra Tech will prepare and submit the **Final PFMEA Report**.

### Task 8: Structure Assessment Report

The Tetra Tech team will prepare a comprehensive Jaques Dam Safety Assessment Report to document all activities conducted for the assessment. We anticipate that the report will include a 2- to 3-page executive summary of key findings, data gaps and recommended future analyses. The main body of the report will summarize findings for each of the tasks listed above. The individual technical memoranda for each task will be included as appendices.

The **Draft Structure Assessment Report** will be submitted for two (2) cycles of review by the City and ADWR with eight (8) weeks provided for each review period. Once comments are received, Tetra Tech will develop a **comment resolution table** that includes review comments and our team's responses for submittal to the City and ADWR. A virtual comment resolution meeting will be scheduled after allowing at least one week for review of comment responses. Once all comments are resolved, Tetra Tech will prepare and submit the final

**Structure Assessment Report** in a PDF format with native files for field surveys, calculations, hydrologic, hydraulic, geotechnical and seismic modeling, and GIS.

### Task 9: Progress Reporting and Project Management

Tetra Tech will conduct monthly virtual meetings to discuss project status. An agenda will be provided at least 3 days prior to each meeting, and minutes of meetings will be distributed for review following monthly discussion.

Tetra Tech will prepare quarterly reports on project status, including work completed during the quarter, comments on schedule, comments on budget, and work proposed for the next quarter.

General project management activities include:

- Preparation of Health and Safety Plans for field work performed for the project.
- Internal tracking and coordination of resource utilization and project costs
- Staff coordination to keep work progressing as planned in accordance with scope of work
- Monthly invoicing; and other routine project management duties.

## ASSUMPTIONS AND EXCLUSIONS

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- All work not specifically stated within the scope of services for each respective task is hereby excluded from its respective contract, including but not limited to, probabilistic evaluation of lesser earthquakes, incremental damage assessments, computational fluid dynamic modeling, and bathymetric surveys, field and/or aerial surveys.
- If additional services beyond those listed in the Scope of Work above are requested, the scope of services shall be specified in writing and agreed to by both parties prior to commencing work.
- Reliance on Provided Information – Client will provide to Tetra Tech all data in Client's possession relating to Tetra Tech's services on the project. Tetra Tech shall be entitled to rely upon any information, data and documentation concerning the Project provided to it by Client or other parties or that is generally available, as well as any statements and representations made by Client concerning the Project or the Services. In relying on such information, Tetra Tech shall have no obligation to investigate or independently verify the accuracy or completeness of such information.
- Permits-Tetra Tech assumes no permits will be required for performance of the work other than approval from client.
- Field Investigations-It is understood that geotechnical field investigations and laboratory analyses are not required under this current phase.



- Supplemental topographic mapping and field surveys of structures in downstream areas inundated by spillway flows or dam breach flows are excluded from this scope and fee. Additional survey, if needed can be included in a modification for the IDA identified in Task 5.
- Tetra Tech assumes utility information will be provided by Client. Utility investigation, including horizontal and vertical location of utilities in direct conflict with the proposed construction by actual exposure, is excluded from this scope and fee.
- Reviews – The Client will examine Tetra Tech’s studies, reports, sketches, drawings, specifications, proposals, and other documents and render, in writing, decisions required in a timely manner.
- Conflicting Comments – Document review and resolution of conflicting comments from Client staff or stakeholders will be managed by Client.
- Delays – Tetra Tech shall not be responsible for any delays due to the actions or inactions of the Client or any third parties.
- Changes to Scope – The Client may make or approve changes within the Scope of Work. If such changes affect Tetra Tech's cost of or time for performance of the services, an equitable adjustment will be made through an amendment.
- Units – Calculations, analyses, design, plans, specifications, and other project work will be prepared in English units; the use of metric units will not be required.
- Changes - After receipt of approval(s), design directive(s), or affirmations, any subsequent change requested in the design or design documents shall be considered an additional service. Compensation for additional services shall be negotiated prior to initiating the change.
- Hazardous Materials - The Client acknowledges that Tetra Tech will have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials, in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If Tetra Tech suspects the presence of hazardous materials, they will notify the CLIENT immediately for resolution.

## PROJECT SCHEDULE

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Tetra Tech will complete the in accordance with the following milestone schedule based on the assumption of receipt of notice to proceed in early July.

| Task                                                | Est. Completion Date |
|-----------------------------------------------------|----------------------|
| ➤ <b>Notice to Proceed</b>                          | 07/07/2025           |
| ➤ <b>Kickoff Meeting</b>                            |                      |
| ○ Distribute Project Kickoff Materials for Review   | 07/11/2025           |
| ○ Project Kickoff Meeting                           | 07/28/2025           |
| ➤ <b>File Review</b>                                |                      |
| ○ Submit File Review Memo for Review                | 08/15/2025           |
| ○ Comment Resolution Meeting                        | 10/21/2025           |
| ○ Submit Final File Review Memorandum               | 10/28/2025           |
| ➤ <b>Dam Inspection</b>                             |                      |
| ○ Conduct Field Inspection of Dam                   | 10/31/2025           |
| ○ Submit Draft Inspection Report for Review         | 11/17/2025           |
| ○ Initial Comment Resolution Meeting                | 02/04/2026           |
| ○ Submit Draft Final Inspection Report for Review   | 02/19/2026           |
| ○ Final Comment Resolution Meeting                  | 04/24/2026           |
| ○ Submit Final Dam Inspection Report                | 05/01/2026           |
| ➤ <b>Geotechnical Analysis</b>                      |                      |
| ○ Submit Draft Geotechnical Memo for Review         | 03/31/2026           |
| ○ Initial Comment Resolution Meeting                | 06/11/2026           |
| ○ Submit Draft Final Geotechnical Memo for Review   | 06/25/2026           |
| ○ Final Comment Resolution Meeting                  | 08/28/2026           |
| ○ Submit Final Geotechnical Memorandum              | 09/04/2026           |
| ➤ <b>H&amp;H Analysis</b>                           |                      |
| ○ Submit Draft H&H Memorandum for Review            | 09/29/2025           |
| ○ Initial Comment Resolution Meeting                | 12/04/2025           |
| ○ Submit Draft Final Dam Inspection Memo for Review | 12/11/2025           |
| ○ Final Comment Resolution Meeting                  | 02/20/2026           |
| ○ Submit Final H&H Memorandum                       | 02/27/2026           |

**PROJECT SCHEDULE (CONTINUED)**

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| Task                                                   | Est. Completion Date     |
|--------------------------------------------------------|--------------------------|
| ➤ <b>Structure Analysis</b>                            |                          |
| ○ Submit Draft Structure Analysis Report for Review    | 11/21/2025               |
| ○ Comment Resolution Meeting                           | 01/27/2026               |
| ○ Submit Final Structure Analysis Report for Review    | 02/03/2026               |
| ➤ <b>PFMEA Analysis</b>                                |                          |
| ○ Submit Prelim Potential Failure Mode List for Review | 09/18/2026               |
| ○ Mode List Comment Resolution Meeting                 | 10/08/2026               |
| ○ Conduct PFMEA Workshop                               | 11/03/2026 to 11/05/2026 |
| ○ Submit Draft PFMEA Report for Review                 | 12/03/2026               |
| ○ Initial Comment Resolution Meeting                   | 02/12/2027               |
| ○ Submit Draft Final PFMEA Report for Review           | 03/05/2027               |
| ○ Final Comment Resolution Meeting                     | 05/10/2027               |
| ○ Submit Final PFMEA Report                            | 05/24/2027               |
| ➤ <b>Structure Assessment Report</b>                   |                          |
| ○ Submit Draft Structure Assessment Report Review      | 07/05/2027               |
| ○ Initial Comment Resolution Meeting                   | 09/07/2027               |
| ○ Submit Draft Final Structure Assessment for Review   | 09/28/2027               |
| ○ Final Comment Resolution Meeting                     | 12/01/2027               |
| ○ Submit Final Structure Assessment Report             | 12/15/2027               |

## ESTIMATED FEE

The estimated FEE for the scope described above is **\$533,180.00** on a fixed fee basis.

A task breakdown of Tetra Tech's fee estimate is provided below.

| Task                                                     | Labor               | Travel<br>(Attached) | Direct<br>Costs | Subs               | Task Total          |
|----------------------------------------------------------|---------------------|----------------------|-----------------|--------------------|---------------------|
| Task 1 - Project Kickoff                                 | \$12,936.00         |                      |                 | \$0.00             | \$12,936.00         |
| Task 2 - File Review                                     | \$48,138.00         |                      |                 | \$0.00             | \$48,138.00         |
| Task 3 - Dam Inspection                                  | \$65,076.00         | \$4,014.00           |                 | \$418.00           | \$69,508.00         |
| Task 4 - Geotechnical Analyses                           | \$142,859.00        |                      |                 | \$1,254.00         | \$144,113.00        |
| <i>Task 4.1 Preliminary Analysis</i>                     | <i>\$17,807.00</i>  |                      |                 |                    | <i>\$17,807.00</i>  |
| <i>Task 4.2 Seepage Analysis &amp; Filter Evaluation</i> | <i>\$42,914.00</i>  |                      |                 |                    | <i>\$42,914.00</i>  |
| <i>Task 4.3 Seismic Analysis</i>                         | <i>\$21,800.00</i>  |                      |                 |                    | <i>\$21,800.00</i>  |
| <i>Task 4.4 Geotechnical Memorandum</i>                  | <i>\$60,338.00</i>  |                      |                 |                    | <i>\$60,338.00</i>  |
| Task 5 - HH Analysis                                     | \$63,418.00         |                      |                 | \$2,090.00         | \$65,508.00         |
| Task 6 - Structural Analysis                             | \$11,400.00         |                      |                 | \$418.00           | \$11,818.00         |
| Task 7 - Potential Failure Modes & Effects Analysis      | \$74,630.00         | \$5,924.00           | \$249.00        | \$2,090.00         | \$82,893.00         |
| Task 8 - Structure Assessment Report                     | \$49,332.00         |                      |                 | \$4,180.00         | \$53,512.00         |
| Task 9 - Other Meetings & Reports/ Project Management    | \$46,008.00         |                      |                 | \$0.00             | \$46,008.00         |
| <b>Total</b>                                             | <b>\$513,797.00</b> | <b>\$9,938.00</b>    | <b>\$249.00</b> | <b>\$10,450.00</b> | <b>\$533,180.00</b> |

Additional services, if requested, shall be provided in accordance with the following schedule of rates:



**TETRA TECH DIVISION: WTR**

**August 2024 - September 2026**

**HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE**

| <b>Project Management</b> |          | <b>Designers/GIS &amp; Technicians</b>          |              |
|---------------------------|----------|-------------------------------------------------|--------------|
| Project Manager           | \$185.00 | CAD/GIS Designer                                | \$125.00     |
| Senior Project Manager    | \$220.00 | Sr CAD/GIS Designer                             | \$216.00     |
| Principal Project Manager | \$315.00 |                                                 |              |
| Program Manager           | \$355.00 | <b>General &amp; Administrative</b>             |              |
| Principal in Charge       | \$404.00 | Project Controls                                | \$116.00     |
|                           |          | Project Analyst                                 | \$135.00     |
|                           |          | Sr. Project Administrator                       | \$154.00     |
| <b>Engineers</b>          |          | <b>Reimbursable In-House Costs:</b>             |              |
| Engineering Technician    | \$100.00 | Photo Copies (B&W 8.5"x11")                     | \$ 0.20/Each |
| Engineer 1                | \$122.00 | Photo Copies (B&W 11"x17")                      | \$ 0.50/Each |
| Engineer 2                | \$162.00 | Color Copies (up to 8.5"x11")                   | \$ 1.00/Each |
| Project Engineer          | \$184.00 | Color Copies (to 11"x17")                       | \$ 1.50/Each |
| Sr Engineer 1             | \$201.00 | Compact Discs                                   | \$5/each     |
| Sr Engineer 2             | \$220.00 | Large format copies - Bond                      | \$0.50 S.F.  |
| Sr Engineer 3             | \$263.00 | Computer Usage: not to exceed                   | \$3.55/hour  |
| Sr Engineer 4             | \$306.00 | Mileage-Company Vehicle                         | \$0.80/mile  |
| Principal Engineer        | \$325.00 | Mileage-POV                                     | \$0.70/mile* |
|                           |          | *current GSA POV mileage rate subject to change |              |

Proposed negotiated increase in rates, 3.5% minimum per year, for contracts extending beyond 9/30/2026. All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor.

# Exhibit C Basis of Fee

City of Show Low Project FM-4125 Jaques Dam Safety Analysis  
March 27, 2025

The following tables provide a detailed basis for the proposed fee.

## Jaques Dam - Comprehensive Structure Assessment Report Detailed Basis of Fee-Labor

|                                                       | Project Manager | Sr. Geotech Eng. | Sr. Geotech Eng. (PFMEA) | Principal Geotech Eng. (Seismic) | Project Geotech Eng. | Staff Geotech Eng. | Principal H&H Eng. | Project H&H Eng. | Project GIS | Project Structure Eng. | Admin     | Project Controls | Total Hours  | Total Labor      |
|-------------------------------------------------------|-----------------|------------------|--------------------------|----------------------------------|----------------------|--------------------|--------------------|------------------|-------------|------------------------|-----------|------------------|--------------|------------------|
| Contract Rate>                                        | \$220.00        | \$306.00         | \$306.00                 | \$325.00                         | \$220.00             | \$122.00           | \$325.00           | \$196.00         | \$216.00    | \$263.00               | \$154.00  | \$116.00         |              |                  |
| Task 1 - Project Kickoff                              | 12              | 4                | 6                        | 4                                | -                    | -                  | 6                  | 6                | -           | 6                      | 8         | -                | 52           | \$12,936         |
| Task 2 - File Review                                  | 10              | 22               | 4                        | 20                               | 40                   | 24                 | 14                 | 40               | -           | 28                     | -         | -                | 202          | \$48,138         |
| Task 3 - Dam Inspection                               | 5               | 6                | 40                       | 4                                | 58                   | 28                 | 52                 | -                | -           | 52                     | 12        | -                | 257          | \$65,076         |
| Task 4 - Geotechnical Analyses                        |                 |                  |                          |                                  |                      |                    |                    |                  |             |                        |           |                  |              | \$142,859        |
| 4.1 Prelim Analysis                                   | 8               | 20               | 2                        | 7                                | 32                   | -                  | -                  | -                | -           | -                      | -         | -                | 69           | \$17,807         |
| 4.2 Seepage Analysis                                  | -               | 14               | 10                       | 2                                | 70                   | 160                | -                  | -                | -           | -                      | -         | -                | 256          | \$42,914         |
| 4.3 Seismic Analysis                                  | -               | -                | -                        | 40                               | 40                   | -                  | -                  | -                | -           | -                      | -         | -                | 80           | \$21,800         |
| 4.4 Geotech Memorandum                                | 8               | 20               | 24                       | 54                               | 102                  | 42                 | -                  | -                | -           | -                      | -         | -                | 250          | \$60,338         |
| Task 5 - HH Analysis                                  | 8               | -                | -                        | -                                | -                    | -                  | 98                 | 108              | 40          | -                      | -         | -                | 254          | \$63,418         |
| Task 6 - Structural Analysis                          | 4               | -                | -                        | -                                | -                    | -                  | -                  | -                | -           | 40                     | -         | -                | 44           | \$11,400         |
| Task 7 - Potential Failure Modes & Effects Analysis   | 6               | 22               | 88                       | -                                | -                    | 64                 | 78                 | -                | -           | 20                     | 8         | -                | 286          | \$74,630         |
| Task 8 - Structure Assessment Report                  | 8               | 4                | 28                       | 16                               | 28                   | -                  | 40                 | 24               | 16          | 20                     | -         | -                | 184          | \$49,332         |
| Task 9 - Other Meetings & Reports/ Project Management | 92              | -                | 4                        | -                                | 8                    | -                  | 28                 | -                | -           | 28                     | 32        | 12               | 204          | \$46,008         |
| <b>Totals</b>                                         | <b>161</b>      | <b>112</b>       | <b>206</b>               | <b>147</b>                       | <b>378</b>           | <b>318</b>         | <b>316</b>         | <b>178</b>       | <b>56</b>   | <b>194</b>             | <b>60</b> | <b>12</b>        | <b>2,138</b> | <b>\$513,797</b> |

TETRA

TECH

Exhibit C  
Basis of Fee

City of Show Low Project FM-4125 Jaques Dam Safety Analysis  
March 27, 2025

The following tables provide a detailed basis for the proposed travel expenses.

**Travel Expenses**

**Dam Inspection (2 people from out of state, 1 person from Tucson)**

|                                | Quantity/<br>Person | # Persons | Unit Cost | Cost           | Notes                                           |
|--------------------------------|---------------------|-----------|-----------|----------------|-------------------------------------------------|
| Airfare                        | 1                   | 2         | \$660     | \$ 1,320       | To PHX from Jacksonville, FL and Louisville, KY |
| Mileage                        | 400                 | 1         | \$1       | \$230          | RT Tucson to Show Low                           |
| Hotel nights                   | 2                   | 3         | \$145     | \$870          | GSA Rate                                        |
| Meals days                     | 3                   | 3         | \$ 64     | \$576          | GSA Rate                                        |
| Car Rental days                | 3                   | 2         | \$ 80     | \$480          |                                                 |
| Airport Parking days           | 3                   | 2         | \$ 15     | \$ 90          |                                                 |
| Rental Car Gas                 |                     |           |           | \$100          |                                                 |
| <b>Total including G&amp;A</b> |                     |           |           | <b>\$4,014</b> |                                                 |

**PFMEA (4 people from out of state, 1 person from Tucson)**

|                                | Quantity/<br>Person | # Persons | Unit Cost | Cost           | Notes                                              |
|--------------------------------|---------------------|-----------|-----------|----------------|----------------------------------------------------|
| Airfare                        | 1                   | 2         | \$660     | \$1,320        | To PHX from Denver, CO, Lexington & Louisville, KY |
| Mileage                        | 400                 | 1         | \$0.700   | \$280          | RT Tucson to Show Low                              |
| Hotel nights                   | 4                   | 3         | \$145     | \$1,740        | GSA Rate                                           |
| Meals days                     | 5                   | 3         | \$68      | \$1,020        | GSA Rate                                           |
| Car Rental days                | 5                   | 2         | \$80      | \$800          |                                                    |
| Airport Parking days           | 5                   | 2         | \$15      | \$150          |                                                    |
| Rental Car Gas                 |                     |           |           | \$100          |                                                    |
| <b>Total including G&amp;A</b> |                     |           |           | <b>\$5,924</b> |                                                    |

TETRA

TECH

Exhibit C  
Basis of Fee

City of Show Low Project FM-4125 Jaques Dam Safety Analysis  
March 27, 2025

The following tables provide a detailed basis for the subconsultant expenses.

**Jaques Dam - Comprehensive Structure Assessment Report Detailed Basis of Fee-Subconsultant Services**

**JE FULLER**

| Jaques Dam - Comprehensive Structure Assessment Report<br><br>Contract Rate> | Sr. Hydrology QA/QC Engineer | Total Hours | Total Labor | Direct Costs | Sub Cost       | Sub Markup (10%) | Total Sub Cost  |
|------------------------------------------------------------------------------|------------------------------|-------------|-------------|--------------|----------------|------------------|-----------------|
|                                                                              | \$190.00                     |             |             |              |                |                  |                 |
| Task 1 - Project Kickoff                                                     | -                            | -           | \$0         | -            | \$0            | \$0              | \$0             |
| Task 2 - File Review                                                         | -                            | -           | \$0         | -            | \$0            | \$0              | \$0             |
| Task 3 - Dam Inspection                                                      | 2                            | 2           | \$380       | -            | \$380          | \$38             | \$418           |
| Task 4 - Geotechnical Analyses                                               | 6                            | 6           | \$1,140     | -            | \$1,140        | \$114            | \$1,254         |
| Task 5 - HH Analysis                                                         | 10                           | 10          | \$1,900     | -            | \$1,900        | \$190            | \$2,090         |
| Task 6 - Structural Analysis                                                 | 2                            | 2           | \$380       | -            | \$380          | \$38             | \$418           |
| Task 7 - Potential Failure Modes & Effects Analysis                          | 10                           | 10          | \$1,900     | -            | \$1,900        | \$190            | \$2,090         |
| Task 8 - Structure Assessment Report                                         | 20                           | 20          | \$3,800     | -            | \$3,800        | \$380            | \$4,180         |
| Task 9 - Other Meetings & Reports/ Project Management                        | -                            | -           | \$0         | -            | \$0            | \$0              | \$0             |
| <b>Totals</b>                                                                | <b>50</b>                    | <b>50</b>   | <b>`</b>    | <b>-</b>     | <b>\$9,500</b> | <b>\$950</b>     | <b>\$10,450</b> |



**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE: PUBLIC HEARING** Regarding Final Budget for Fiscal Year Ending June 30, 2026, and Proposed Secondary Property Tax Levy and Consideration of Resolution No. R2025-20 Adopting the Final Budget for Fiscal Year Ending June 30, 2026 (Justin Johnson)

**RECOMMENDATION**

I **MOVE** to adopt Resolution No. R2025-20 adopting the final budget for fiscal year ending June 30, 2026, in the amount of \$133,146,984.00

**BACKGROUND**

On June 3, 2025, the City Council adopted Resolution No. R2025-20 approving the tentative budget for fiscal year 2026 in the amount of \$133,146,984.00 As required by state statute, the tentative budget was published twice in the local newspaper, and a public hearing is to be held tonight.

The state budget forms (Exhibit A to Resolution No. R2025-20) are identical to the adopted tentative budget and represent all the information that has been presented to the Council to date. Following a public hearing on this budget and the proposed secondary tax levy, the Council will be asked to approve this budget as the final budget for the City of Show Low for the fiscal year ending June 30, 2026. Approval of the secondary tax levy will be considered at the July 15, 2025, meeting.

**ATTACHMENTS**

1. Resolution No. R2025-20

**FISCAL IMPACT**

N/A

## **CITY OF SHOW LOW RESOLUTION NO. R2025-20**

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, ADOPTING THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026**

#### **RECITALS:**

**WHEREAS**, pursuant to the provisions of the laws of the State of Arizona, the Mayor and Council of the City of Show Low are required to adopt a budget; and

**WHEREAS**, the City Manager has prepared and filed with the City Council the City Manager's tentative budget and estimates of expenses for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

#### **ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Show Low, Arizona, as follows:

#### **Section 1**

That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the City's official tentative budget and estimates of expenses for the fiscal year beginning July 1, 2025, and ending June 30, 2026, including the establishment of the expenditure limitation for such fiscal year in the amount of \$125,110,252.

#### **Section 2**

That upon approval by the City Council, a summary of such official tentative budget and estimates of expenses shall be published in the official City newspaper once a week for two consecutive weeks.

#### **Section 3**

That a public hearing and special meeting shall be held beginning at or after 7:00 p.m. on June 17, 2025, at the Show Low City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona, at which hearing any taxpayer may appear and be heard in favor of or against any proposed expenditure or tax levy.

**PASSED AND ADOPTED** this 17th day of June 2025, by the Mayor and Council of the City of Show Low, Arizona.

\_\_\_\_\_  
John Leech Jr., Mayor

ATTEST:

\_\_\_\_\_  
Rachael Hall, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney