

**SHOW LOW CITY COUNCIL**  
**REGULAR MEETING - TUESDAY, AUGUST 20, 2024**

**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, August 20, 2024, 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 may 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. **CONSENT CALENDAR:**

- A. Consideration of Acceptance of Airport Hangar Roof Overlay, City of Show Low Project No. FM-7524 (Rick Austin)
- B. Consideration of Acceptance of Construction Contract for West Stock to SR-260 Sewer Replacement, City of Show Low Project No. S-3022 (Shane Hemesath)
- C. Consideration of Minutes of Show Low City Council meetings:
  1. Regular Meeting of August 6, 2024

7. **NEW BUSINESS:**

- A. **PUBLIC HEARING** and Consideration of Application Submitted by Anita Martinez, Harry Rashad Spencer, Jonathan Lamar Elder, and Peter Allen Barnett for Series #10, Beer and Wine Store, Liquor License on Behalf of Family Dollar #23939 for its Location at 161 East Deuce of Clubs, Box #7, Show Low, Arizona (Rachael Hall)
- B. Consideration of Approval of Five-Year Rural Public Transportation Agreement

with MV Transportation, Inc. (Lisa Robertson)

- C. Consideration of Award of Professional Services Contract for Airport Consulting Services to H.W. Lochner, Inc. (Jacob Allen)
- D. Consideration to Rescind Lease Agreement with the General Services Administration and Approve Lease Amendment No. 3 for the Building Located at 3401 Airport Loop Road at Show Low Regional Airport (Jacob Allen)

8. **SUMMARY OF CURRENT EVENTS:**

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

9. **SCHEDULE OF MEETINGS:**

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

10. **ADJOURNMENT:**

**SCHEDULED MEETINGS/EVENTS:**

| DATE       | TIME      | EVENT NAME                       |
|------------|-----------|----------------------------------|
| 08/20/2024 | 7:00 P.M. | CITY COUNCIL - REGULAR MEETING   |
| 08/27/2024 | 7:00 P.M. | 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 August 16, 2024.

MTG DATE: 8/20/2024  
ITEM: 6.A

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of Airport Hangar Roof Overlay, City of Show Low Project No. FM-7524 (Rick Austin)

**RECOMMENDATION**

I **MOVE** to accept the Airport Hangar Roof Overlay, City of Show Low Project No. FM-7524 and initiate the 20-year warranty period.

**BACKGROUND**

The City-owned Airport Hangar roof, occupied by Guardian Air, had fallen into disrepair and developed many leaks due to age and wind damage. Staff investigated two options for the repairs. Option one was a complete roof replacement and option two was a complete roof overlay. Staff chose option two, which consisted of installing one-inch oriented strand board in between the ridges of the metal roof to make a flat surface and attaching a 60-mil mule-hide grand thermoplastic polyolefin rubber membrane with a heavy-duty drip edge mechanically fastened to cover the entire roof.

Following a public bidding process, on June 4, 2024, the City Council awarded a construction contract to TNT Exteriors, LLC in an amount not to exceed \$85,375.00. The Airport Hangar Roof Overlay project has been completed for a final cost of \$85,375.00.

Staff recommends accepting the Airport Hangar Roof Overlay, City of Show Low Project No. FM-7524 and initiating the 20-year warranty period.

**ATTACHMENTS**

None

**FISCAL IMPACT**

Final cost: \$85,375.00

Account: New roof for City Owned Hangar (11-750-495-7410-0000/7502464)

MTG DATE: 8/20/2024  
ITEM: 6.B

## City of Show Low STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Acceptance of Construction Contract for West Stock to SR-260 Sewer Replacement, City of Show Low Project No. S-3022 (Shane Hemesath)

### RECOMMENDATION

I **MOVE** to accept the SR-260 and Stock Sewer Replacement Project, City of Show Low Project No. S-3022, with a final cost of \$576,762.46, release the retainage, and initiate the two-year warranty period.

### BACKGROUND

At its regular meeting on January 26, 2024, the City Council awarded a construction contract to Apache Underground and Excavating for the SR-260 and Stock Sewer Replacement Project in an amount not to exceed \$591,350.00. The scope of work included constructing approximately 1,500 linear feet of 15-inch PVC sewer main, nine wastewater manholes, new sewer services, and a new bore for a steel casing for the sewer main replacement under SR-260. The scope of work also included installing any concrete or pavement removed during the work. The work took place near the intersection of West Stock and SR-260 in Show Low, Arizona.

The improvements to the SR-260 and Stock Sewer Replacement Project have been completed for a final project cost of \$576,762.46.

Staff recommends accepting SR-260 and Stock Sewer Replacement Project, City of Show Low Project No. S-3022, with a final cost of \$576,762.46, releasing the retainage, and initiating the two-year warranty period.

### ATTACHMENTS

1. aerialstocksewer
2. SUBJECTstocksewer

### FISCAL IMPACT

Anticipated cost: \$576,762.46

Funding source (account no.): W Stock to SR 260 Reconstruction (42-755-180-1620-0000/7552272)





S CLARK RD

SUBJECT PROPERTY

S 26TH AVE

W OWENS

W REIDHEAD

S 26TH DR

S 23RD AVE

W PARK VALLEY RD

W STOCK

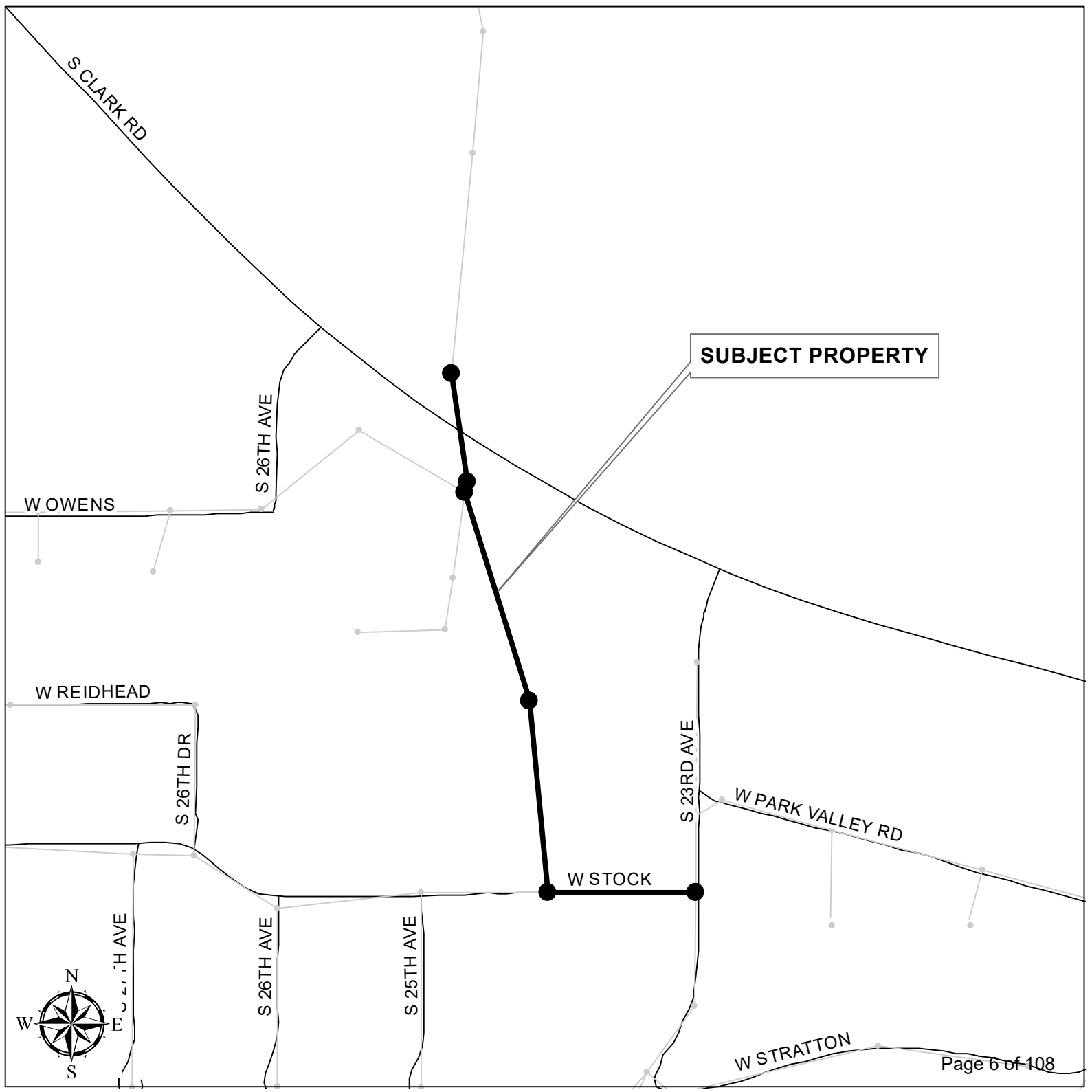


S 26TH AVE

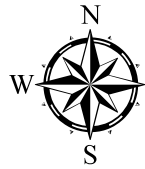
S 25TH AVE

W STRATTON





**SUBJECT PROPERTY**



**MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL  
HELD ON TUESDAY, AUGUST 6, 2024, 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 Clark, Councilman Hatch, Councilman Judd, and Councilman Whipple.

**COUNCIL MEMBERS ABSENT:** Councilman Adams.

**STAFF MEMBERS PRESENT:** F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Brad Provost, Police Chief; Justen Tregaskes, Planning and Zoning Director; Bill Kopp, Public Works Director; Shane Hemesath, City Engineer; and Rachael Hall, City Clerk.

**GUESTS:** Denise Stow, Deb and Zeke Austin, and others.

3. Invocation.

Councilman Whipple gave the invocation.

4. Pledge of Allegiance.

Councilman Hatch 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 may 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.

Debra Austin, 340 South 14th Drive, Show Low, Arizona, asked the City to consider installing temporary speed bumps on Owens Street near the Show Low City Park to discourage high speeds on the road.

6. **CONSENT CALENDAR:**

- A. Consideration of Authorization to Purchase Caterpillar 420 Backhoe and Attachments (Rick Austin)
- B. Consideration of Authorization to Purchase a Backup Generator and Automatic Transfer Switch and Approve Associated Budget Transfers (Rick Austin)
- C. Consideration of Approval of Purchase of Police Department Vehicles and Associated Budget Transfers (Brad Provost)
- D. Consideration of Acceptance of Map of Dedication of Woolford Road (Bill Kopp)
- E. Consideration of Authorization to Purchase Playground Equipment for Nikolaus Homestead Park (Rick Austin)
- F. Consideration of Approval of Agreement Between City of Show Low and Tucson-Mexico Sister Cities to Convey Surplus Property (Anna Atencio)
- G. Consideration of Award of Construction Contract for Manhole Replacement Job Order Contract, City of Show Low Project No. S-4924 JOC No.1 and Approve Associated Budget Transfers (Shane Hemesath)
- H. Consideration of Extension of Timeframe for Construction of Improvements for Conditional Use Permit 602-04-261 (Justen Tregaskes)
- I. Consideration of Minutes of Show Low City Council meetings:
  - 1. Regular Meeting of July 16, 2024

**VICE MAYOR KAKAVAS MOVED TO APPROVE THE CONSENT CALENDAR AS PRESENTED; SECONDED BY COUNCILMAN JUDD; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

7. **NEW BUSINESS:**

- A. **\*AMENDED\*** Consideration of Resolution No. R2024-26 Declaring and Adopting the Results of the Primary Election Held on July 30, 2024 (Rachael Hall)

Ms. Hall said Resolution No. R2024-26 outlined the unofficial results of the City of Show Low's Primary Election held on July 30, 2024. The ballot

included the Mayor's seat and three Council seats.

Ms. Hall said to win in the Primary Election, a candidate must receive a majority of the valid votes cast for the office of Mayor or City Council. Based on complete unofficial results, the number of votes required to be declared elected was 1,471 for the Mayor and 1,135 for the City Council. There were two candidates for the Mayor's seat (Mike Allsop and John Leech, Jr.) and five candidates for the three Council seats (incumbents Jon Adams, Bryce Judd, Connie Kakavas, and newcomers Kenny Allen and Dawn Wilson-Golden).

Ms. Hall said the results showed that Mayoral candidate Mike Allsop received 1,289 votes and John Leech, Jr. received 1,653 votes. Since the votes for John Leech, Jr. exceeded the required number of votes, he would be declared elected Mayor. For the Council seats, candidate Connie Kakavas received 1,686 votes; Jon Adams received 1,631 votes; Bryce Judd received 1,465 votes; Dawn Wilson-Golden received 1,225 votes; and Kenny Allen received 799 votes. Connie Kakavas, Jon Adams, and Bryce Judd each received the highest and more than the required votes needed and would be declared elected to the City Council.

Ms. Hall said adopting Resolution No. R2024-26 would declare the election results to be the official canvass, with John Leech, Jr. filling the Mayor's seat, and Connie Kakavas, Jon Adams, and Bryce Judd filling the three Council seats, respectively. The Mayor and three Council members would be sworn in at the December 3, 2024, Council meeting.

**COUNCILMAN CLARK MOVED TO ADOPT RESOLUTION NO. R2024-26 DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON JULY 30, 2024; SECONDED BY COUNCILMAN HATCH; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

- B. Consideration of Application Submitted by Denise Wiseman Stow on Behalf of Show Low Main Street for Special Event Liquor License for Battle of the Bands and Food Vans at Frontier Fields (Rachael Hall)

Ms. Hall said Denise Wiseman Stow, representing Show Low Main Street, submitted an application for a special event liquor license for the Battle of the Bands and Food Vans at Frontier Fields, scheduled for August 31. Show Low Main Street sponsors this event, which would start at 12:00 p.m. and end by 10:00 p.m.

Ms. Hall said the license would allow Show Low Main Street to sell beer and wine during the event. Event participants would enter and leave Frontier Fields through one entrance. An existing six-foot chain-link fence surrounded

the entire area. Alcohol would be sold in the blue area marked “Bar” on the map provided with the application and participants would be allowed to consume alcohol throughout the field. Additional security personnel would be stationed at the main Frontier Fields entrance/exit and the beer and wine ticket sales location. In addition, they would patrol and monitor the fields to ensure that no alcohol was brought in or left the premises and that there was no underage consumption. The Show Low Police Department and the Arizona Rangers would provide security.

Ms. Hall said the Show Low Police Department performed a background check on the applicant and found nothing that would preclude approval of this special event liquor license. The application and action taken by the Council would be forwarded to the Department of Liquor Licenses and Control. Unlike regular liquor licenses, the Council’s decision was final for such an application.

**COUNCILMAN HATCH MOVED TO APPROVE THE APPLICATION SUBMITTED BY DENISE WISEMAN STOW FOR A SPECIAL EVENT LIQUOR LICENSE FOR THE BATTLE OF THE BANDS AND FOOD VANS ON AUGUST 31, 2024, AT FRONTIER FIELDS; SECONDED BY COUNCILMAN WHIPPLE; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

- C. Consideration of Acceptance of State Housing Trust Funds Grant for Local Jurisdiction Affordable Housing Plans and Award of Contract for Housing Needs Assessment and Action Plan (Steve North)

Mr. North said home prices in Show Low continued to be high, which was making it increasingly difficult for the workforce to afford housing in Show Low. The City of Show Low took a proactive approach to addressing the issue by adopting incentives to encourage the development of workforce housing in February 2024.

Mr. North said additionally, staff felt it was important to understand what the housing needs were in Show Low and develop an action plan to answer those needs. Staff applied for a State Housing Trust Funds grant to develop a housing needs assessment and action plan for Show Low and was awarded \$100,000. Staff issued a Request for Proposal and received proposals from three consulting firms. A selection committee comprised of staff and the Planning and Zoning Commission Chair was organized to evaluate the proposals and select one. The committee determined that Matrix Design Group Inc. submitted the proposal that best met the needs of the City of Show Low.

Mr. North said staff recommended accepting the State Housing Trust Funds grant award of \$100,000 and awarding a contract in the amount of

\$69,500. to Matrix Design Group to develop a housing needs assessment and action plan for Show Low.

Mayor Leech asked for clarification on the grant funds and contract cost. Mr. North said the grant was for \$100,000, but the contract was only for \$69,500. He said if there were any overages associated with the contract then the grant funds would take care of the costs up to \$100,000.

Vice Mayor Kakavas asked what the process would be for the consultants to gather the information needed for the assessment. Mr. North said the consultants had a comprehensive process which included going out into the community and talking with stakeholders, and then evaluating the data of available housing in the area. The consultants would then develop an action plan for the needs of the community.

Councilman Clark asked how long the process would take to assess the needs and develop an action plan. Mr. North said the process would take about seven months.

**VICE MAYOR KAKAVAS MOVED TO ACCEPT THE STATE HOUSING TRUST FUNDS GRANT AWARD OF \$100,000 FOR LOCAL JURISDICTION AFFORDABLE HOUSING PLANS AND AWARD A CONTRACT TO MATRIX DESIGN GROUP INC. TO CONDUCT A HOUSING NEEDS ASSESSMENT AND ACTION PLAN FOR SHOW LOW IN AN AMOUNT NOT TO EXCEED \$69,500; SECONDED BY COUNCILMAN CLARK; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

D. Consideration of Award of Pre-Construction Contract for Show Low Public Works Building Design Build, City of Show Low Project FM-0125 (Bill Kopp)

Mr. Kopp said at its regular meeting on February 6, 2024, the City Council approved the purchase of a parcel located at 1480 Lumbermans Loop for the purpose of constructing a building to house the Public Works Operations staff. The building would accommodate up to 70 employees. The building would have offices, cubicles, a kitchen / break room, restrooms, showers, lockers, an assembly room, a computer lab / study room, a public foyer, a file storage / copier room, and other spaces identified during the design process. It was anticipated that the building would be 4,500 to 5,500 square feet.

Mr. Kopp said the project delivery method would be a design-build which was a qualifications-based selection process and followed statutory requirements. Staff advertised a Request for Qualifications. Four Statements of Qualifications (SOQ) were received. A selection committee scored the SOQ's and the LD&B LLC team was the highest ranked of the submitting

teams. The design-build process would require two contracts, one for pre-construction and one for construction. The pre-construction phase would include programming, schematic design, design development, and construction documents. A guaranteed maximum price for the construction contract would also be established in pre-construction.

Mr. Kopp said after the selection, staff met with LD&B LLC to finalize the project scope and negotiate the fees. A copy of the final scope and fees for the pre-construction services was included in the council packet and was an attachment to the Professional Services Contract.

Mr. Kopp said staff recommended approving the pre-construction contract for Show Low Public Works Building Design Build, City of Show Low Project FM- 0125 to LD&B, LLC in an amount not to exceed \$88,531.80.

Councilman Judd asked what the time frame would be to design the building. Mr. Kopp said it would take between two-to-three months for the design phase.

Mayor Leech said that he wanted to make sure that public works staff were involved in the design of the building. He also wanted staff to plan for future use of the building and not for the number of staff that the City currently had in public works. Mr. Kopp said staff would have input on the design, and he said the building would be designed with growth of staffing numbers in mind. He said current staffing was 46 employees and they planned for 70 employees to use the building.

Vice Mayor Kakavas asked if this would be an administrative building. Mr. Kopp said it would be for administrative purposes but also for all public works staff to meet in the morning for their daily safety meetings, conduct trainings, and for the field employees to use daily.

**VICE MAYOR KAKAVAS MOVED TO APPROVE THE PRE-CONSTRUCTION CONTRACT FOR SHOW LOW PUBLIC WORKS BUILDING DESIGN BUILD, CITY OF SHOW LOW PROJECT FM-0125 TO LD&B, LLC IN AN AMOUNT NOT TO EXCEED \$88,531.80; SECONDED BY MAYOR LEECH; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

- E. Consideration of Phase Two Development Agreement and Noncommercial Ground Leases with Big Dog Development, LLC, at Show Low Regional Airport (Bill Kopp, Anna Atencio)

Mayor Leech abstained from this item due to conflict.



Ms. Atencio said in September 2023, the City of Show Low advertised a request for proposals for a Ground Lease for Hangar Construction at the Show Low Regional Airport. There were three respondents with proposals. Staff reviewed the proposals. Based on an evaluation of the proposals, it was determined that Big Dog Development, LLC had the best proposal.

Ms. Atencio said Big Dog Development was the developer of the Phase One Hangar Development on the adjoining property at the Show Low Regional Airport. The proposed Phase Two Hangar Development largely mirrored the Phase One Hangar Development. Pursuant to Big Dog Development's proposal and additional staff negotiations, Big Dog Development would be responsible for the survey, design, and infrastructure, including the installation of a taxi lane, water and electric per the Phase Two design. Big Dog Development would bid the project and would be responsible for all the costs associated with the project, except the City would be responsible for the sewer.

Ms. Atencio said there would be ten hangars, with each hangar having a total square footage of approximately 9,180 square feet. The hangars in Phase Two had been identified as K through T or hangars 57 through 66. There were proposed ten Noncommercial Ground Leases with Big Dog Development for Hangars K through T.

Ms. Atencio said Big Dog Development should commence infrastructure construction within two years and six months of the ground leases being recorded. Big Dog Development's ground lease payments would begin upon the final acceptance of the infrastructure by City Council. The ground lease rate would be at the current rate at the time the infrastructure was accepted.

Ms. Atencio said staff recommended approving the Development Agreement for Ground Lease for Hangar Construction and the ten Noncommercial Ground Leases for hangars K through T with Big Dog Development, LLC, at Show Low Regional Airport, and authorize the Vice Mayor to sign all documents on behalf of the City.

**COUNCILMAN CLARK MOVED TO APPROVE THE DEVELOPMENT AGREEMENT FOR GROUND LEASE FOR HANGAR CONSTRUCTION AND THE TEN NONCOMMERCIAL GROUND LEASES WITH BIG DOG DEVELOPMENT, LLC, AT SHOW LOW REGIONAL AIRPORT, AND AUTHORIZE THE VICE MAYOR TO SIGN ALL DOCUMENTS ON BEHALF OF THE CITY; SECONDED BY COUNCILMAN WHIPPLE; PASSED 5 TO 0 WITH VICE MAYOR KAKAVAS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR, AND MAYOR LEECH ABSTAINING.**

8. **SUMMARY OF CURRENT EVENTS:**

A. Councilmembers

None.

B. Mayor

Mayor Leech said last year there was a sprint car driver, Patrick Kop, who passed away at the Deuce of Clubs Thunder Raceway. He said the Raceway would be hosting an Inaugural Patrick Kop Memorial event on August 9 and 10, and encouraged everyone to attend.

C. City Manager

Mr. Brown said as part of the City's effort to develop a business incubator in Show Low, the City was partnering with the Show Low Chamber of Commerce to present a mixer for the construction and food services industries on August 15, at the Show Low Chamber of Commerce.

Mr. Brown said the 16th Annual E-Waste & Waste Tire Collection Event would be held on August 24, at the Navajo County Penrod Facility.

Mr. Brown said in public works projects, the City's contractor was shaping the base material this week on the Citywide Paving project and looking to pave early next week. On the Show Low Lake Spillway Utilities project, the crossing was completed, and the contractor was working on tie-overs at Show Low Lake Road. Show Low Little League Field demolition was completed, sod was purchased, and the field was scheduled to be laser leveled in the upcoming weeks. East Cooley Roadway Improvements were scheduled to begin August 12. He thanked citizens for their patience as these important projects were completed.

Mr. Brown said Sally Williams, a former employee, passed away last week. Sally provided many years of service as a former employee at the Show Low Library and would be missed. The City wished to express condolences to her husband, Bob Williams, a former City Council member, and their family and friends.

9. **SCHEDULE OF MEETINGS:**

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

None.

10. **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 AUGUST 6, 2024, AT 7:31 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 August 6, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

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

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

MTG DATE: 8/20/2024  
ITEM: 7.A

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** **PUBLIC HEARING** and Consideration of Application Submitted by Anita Martinez, Harry Rashad Spencer, Jonathan Lamar Elder, and Peter Allen Barnett for Series #10, Beer and Wine Store, Liquor License on Behalf of Family Dollar #23939 for its Location at 161 East Deuce of Clubs, Box #7, Show Low, Arizona (Rachael Hall)

**RECOMMENDATION**

I **MOVE** to recommend approval to the State Liquor Board of the application submitted by Anita Martinez, Harry Rashad Spencer, Jonathan Lamar Elder, and Peter Allen Barnett for Series #10, Beer and Wine Store, Liquor License on behalf of Family Dollar #23939 for its location at 161 East Deuce of Clubs, Box #7, Show Low, Arizona.

OR

I **MOVE** to recommend denial to the State Liquor Board of the application submitted by Anita Martinez, Harry Rashad Spencer, Jonathan Lamar Elder, and Peter Allen Barnett for Series #10, Beer and Wine Store, Liquor License on behalf of Family Dollar #23939 for its location at 161 East Deuce of Clubs, Box #7, Show Low, Arizona (and stating the reasons for denial).

**BACKGROUND**

Anita Martinez, Harry Rashad Spencer, Jonathan Lamar Elder, and Peter Allen Barnett, representing Family Dollar #23939, submitted a liquor application for a Series #10, Beer and Wine Store Liquor License for its location at 161 East Deuce of Clubs, Box #7. As required by state law, the property was posted, and no public input was received.

Anita Martinez and Harry Rashad Spencer, representing Family Dollar #23939, previously submitted a liquor application for a Series #10 Beer and Wine Store Liquor License for its location at 161 East Deuce of Clubs, Box #7, which was approved at the February 6, 2024, City Council Meeting. Family Dollar decided that a significant number of its stores nationwide would close in 2024. Unfortunately, Family Dollar personnel erroneously thought the store in Show Low was on the list of stores to be closed. This error triggered an inadvertent surrender of its liquor license, obtained in February. Since the Show Low store will remain open, they had to reapply for the Series #10 Beer and Wine Store Liquor License and chose to add additional names to the application.

The Show Low Police Department conducted a background check on the applicants and found nothing amiss. The Department of Liquor Licenses and Control conducts its own internal investigations and background checks. Based on the investigator's findings and the recommendation of the City Council, the State Liquor Board will decide whether to approve or deny the application. Note that if the City Council chooses to recommend denial of the application, the motion must state the reasons for the denial.

## **ATTACHMENTS**

1. Application
2. Letter of Support
3. Family Dollar Subject Map
4. Family Dollar Aerial Map

## **FISCAL IMPACT**

N/A

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 07/16/2024 @ 12:49:12 PM

Local Governing Body Report

|                |
|----------------|
| <b>LICENSE</b> |
|----------------|

|                      |                                                                                            |                            |
|----------------------|--------------------------------------------------------------------------------------------|----------------------------|
| Number:              | Type:                                                                                      | 010 BEER AND WINE<br>STORE |
| Name:                | FAMILY DOLLAR #23939                                                                       |                            |
| State:               | Pending                                                                                    |                            |
| Issue Date:          | Expiration Date:                                                                           |                            |
| Original Issue Date: |                                                                                            |                            |
| Location:            | 161 E DEUCE OF CLUBS<br>BOX #7<br>SHOW LOW, AZ 85901<br>USA                                |                            |
| Mailing Address:     | 500 VOLVO PARKWAY<br>ATTN: 8TH FLOOR ALCOHOL / TOBACCO TEAM<br>CHESAPEAKE, VA 23320<br>USA |                            |
| Phone:               | (757)321-5000                                                                              |                            |
| Alt. Phone:          | (757)321-5493                                                                              |                            |
| Email:               | AB-LICENSING@DOLLARTREE.COM                                                                |                            |

|              |
|--------------|
| <b>AGENT</b> |
|--------------|

|                         |                                                  |
|-------------------------|--------------------------------------------------|
| Name:                   | ANITA MARTINEZ                                   |
| Gender:                 | Female                                           |
| Correspondence Address: | 500 VOLVO PARKWAY<br>CHESAPEAKE, VA 23320<br>USA |
| Phone:                  | (928)225-8546                                    |
| Alt. Phone:             |                                                  |
| Email:                  | AB-LICENSING@DOLLARTREE.COM                      |

|              |
|--------------|
| <b>OWNER</b> |
|--------------|

60th day 09/14/2024  
105th day  
10/29/2024



Name: FAMILY DOLLAR, LLC  
Contact Name: MULTI AGENTS  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: 23489731 State of Incorporation: NC  
Incorporation Date: 02/27/2023  
Correspondence Address: 500 VOLVO PARKWAY  
ATTN: 8TH FLOOR ALCOHOL / TOBACCO TEAM  
CHESAPEAKE, VA 23320  
USA  
Phone: (757)321-5493  
Alt. Phone:  
Email: AB-LICENSING@DOLLARTREE.COM

**Officers / Stockholders**

| Name:                            | Title:         | % Interest: |
|----------------------------------|----------------|-------------|
| FAMILY DOLLAR STORE HOLDINGS LLC | MEMBER         | 100.00      |
| HARRY RASHAD SPENCER             | ASST SECRETARY |             |
| PETER ALLEN BARNETT              | PRESIDENT      |             |
| JONATHAN LAMAR ELDER             | VP, TREASURER  |             |

**FAMILY DOLLAR STORES INC - Shareholder**

Name: DOLLAR TREE INC  
Contact Name: BRENDA E SALLARD  
Type: CORPORATION  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 500 VOLVO PARKWAY  
CHESAPEAKE, VA 23320  
USA  
Phone: (520)260-0276  
Alt. Phone:  
Email: AB-LICENSING@DOLLARTREE.COM

**FAMILY DOLLAR, LLC - ASST SECRETARY**  
**FAMILY DOLLAR STORES INC - ASST**  
**SECRETARY**  
**FAMILY DOLLAR STORE HOLDINGS LLC - ASST**  
**SECRETARY**

Name: HARRY RASHAD SPENCER  
Gender: Male  
Correspondence Address: 500 VOLVO PARKWAY  
CHESAPEAKE, VA 23320  
USA  
Phone: (757)321-5493  
Alt. Phone:  
Email: AB-LICENSING@DOLLARTREE.COM

**FAMILY DOLLAR STORE HOLDINGS LLC -  
Shareholder**

Name: FAMILY DOLLAR STORES INC  
Contact Name: VARIOUS AGENTS  
Type: CORPORATION  
AZ CC File Number: F08710462 State of Incorporation: NC  
Incorporation Date: 04/01/1999  
Correspondence Address: 500 VOLVO PARKWAY  
CHESAPEAKE, VA 23320  
USA  
Phone: (850)577-6962  
Alt. Phone:  
Email: AB-LICENSING@DOLLARTREE.COM

**FAMILY DOLLAR STORES INC - VP, TREASURE  
FAMILY DOLLAR STORE HOLDINGS LLC - Vice  
President, Treasure  
FAMILY DOLLAR, LLC - VP, TREASURER**

Name: JONATHAN LAMAR ELDER  
Gender: Male  
Correspondence Address: 500 VOLVO PARKWAY  
ATTN: 8TH FLOOR ALCOHOL / TOBACCO TEAM  
CHESAPEAKE, VA 23320  
USA  
Phone: (757)321-5493  
Alt. Phone:  
Email: AB-LICENSING@DOLLARTREE.COM

**FAMILY DOLLAR, LLC - PRESIDENT  
FAMILY DOLLAR STORES INC - PRESIDENT  
FAMILY DOLLAR STORE HOLDINGS LLC -  
PRESIDENT**

Name: PETER ALLEN BARNETT  
Gender: Male  
Correspondence Address: 500 VOLVO PARKWAY  
CHESAPEAKE, VA 23320  
USA  
Phone: (757)428-2789  
Alt. Phone:  
Email: PBARNETT@FAMILYDOLLAR.COM

## FAMILY DOLLAR, LLC - MEMBER

Name: FAMILY DOLLAR STORE HOLDINGS LLC  
Contact Name: VARIOUS AGENTS  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 500 VOLVO PARKWAY  
CHESAPEAKE, VA 23320  
USA  
Phone: (850)577-6962  
Alt. Phone:  
Email: AB-LICENSING@DOLLARTREE.COM

### APPLICATION INFORMATION

Application Number: 253770  
Application Type: New Application  
Created Date: 08/04/2023

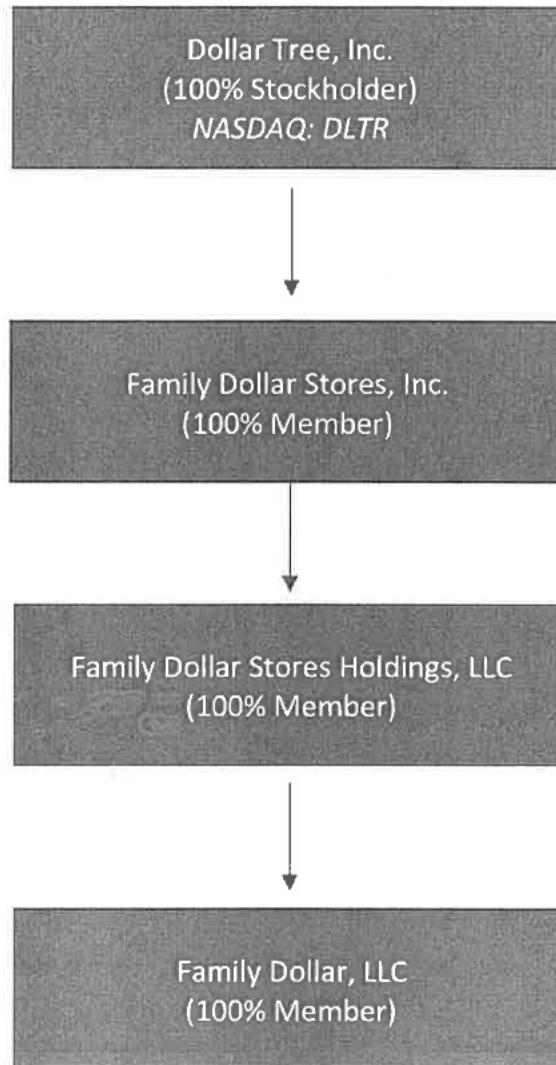
### QUESTIONS & ANSWERS

#### 010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?  
No
- 2) Provide name, address, and distance of nearest school.  
(If less than one (1) mile note footage)  
Show Low Head Start 20 N 6th St, Show Low, AZ 85901  
over 1,000ft
- 3) Are you one of the following? Please indicate below.  
Property Tenant  
Subtenant  
Property Owner  
Property Purchaser  
Property Management Company  
Property Tenant
- 4) Is there a penalty if lease is not fulfilled?  
Yes  
What is the penalty?  
please see attached lease
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 6) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
n/a
- 7) Are there walk-up or drive-through windows on the premises?  
No
- 8) Does the establishment have a patio?  
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No

## DOCUMENTS

| DOCUMENT TYPE            | FILE NAME                                                          | UPLOADED DATE |
|--------------------------|--------------------------------------------------------------------|---------------|
| DIAGRAM/FLOOR PLAN       | 23939 AZ Floor plan.pdf                                            | 06/14/2024    |
| MISCELLANEOUS            | 23939 AZ Lease 1.pdf                                               | 06/14/2024    |
| ORGANIZATIONAL DOCUMENTS | Arizona Flowchart - Officers Listed.pdf                            | 06/14/2024    |
| ALIEN STATUS             | Anita Martinez Citizenship.pdf                                     | 06/14/2024    |
| MISCELLANEOUS            | Anita Martinez Signed Basic .pdf                                   | 06/14/2024    |
| ALIEN STATUS             | Anita Martinez DL.pdf                                              | 06/14/2024    |
| MISCELLANEOUS            | Anita Martinez Signed Management.pdf                               | 06/14/2024    |
| QUESTIONNAIRE            | Anita Martinez Signed Form.pdf                                     | 06/14/2024    |
| ORGANIZATIONAL DOCUMENTS | Family Dollar, LLC Certificate of Registration 02.27.23- AZ.pdf    | 06/14/2024    |
| ORGANIZATIONAL DOCUMENTS | Family Dollar, LLC Foreign Registration Statement 02.14.23- AZ.pdf | 06/14/2024    |
| QUESTIONNAIRE            | Officer Files.pdf                                                  | 06/14/2024    |



Peter Barnett/President  
Jonathan Elder/VP-Tax and Treasurer  
Harry Spencer/Secretary



24 6 20 Lic. Dept. AM 9:58

CSR:

Amount:



## AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #: 253770

Date Accepted: 07/16/2024

CSR: sg

Type or Print with Black Ink

License Number:

**ATTENTION APPLICANT:** This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the  
Appropriate  
Box →



Agent



Controlling Person

2. Name: Martinez Anita Birth Date: \_\_\_\_\_  
First Last Middle (NOT a public record)

3. Social Security #: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State Issued: AZ

4. Place of birth: Flagstaff, AZ USA Height: 5'2" Weight: 240 Eyes: Brown Hair: Black  
City State COUNTRY

5. Name of current/most recent spouse: Nunez Martinez Enrique Alejandro Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1984

7. Daytime telephone number: 757-321-5493 Email address: ab-licensing@dollartree.com

8. Premises Name: Family Dollar, LLC d/b/a Family Dollar #23939 Business Phone: 757 / 321 / 5000

9. Premises Address: 161 E Deuce Of Clubs Box #7 Show Low AZ Navajo 85901  
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address.

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 09/2019            | CURRENT          | District Manager              | Family Dollar - 500 Volvo Parkway, Chesapeake, VA 23320                   |
| 07/13              | 09/19            | Subway                        | 5060 North Highway 89 Flagstaff, Arizona 86004                            |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D)

| FROM<br>Month/Year | To<br>Month/Year | Street                   | City       | State   | Zip   |
|--------------------|------------------|--------------------------|------------|---------|-------|
| 09/16              | CURRENT          | 10013 North Lunar Drive, | Flagstaff, | Arizona | 86004 |
|                    |                  |                          |            |         |       |
|                    |                  |                          |            |         |       |
|                    |                  |                          |            |         |       |
|                    |                  |                          |            |         |       |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? If yes, attach certificate(s) Yes ☒ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
- Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
15. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
16. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
17. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
- 18.

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Anita Martinez hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Anita Martinez

Date: 03/19/2024





24 6 20 137, Dept AM 9:58

State of Arizona  
Department of Liquor Licenses and Control  
800 W. Washington 5<sup>th</sup> Floor  
Phoenix, AZ 85007  
(602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP  
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

**Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.**

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

**SECTION I – APPLICANT INFORMATION**

INDIVIDUAL OWNER/AGENT NAME (Print or type) Anita Martinez

**SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION**

Are you a citizen or national of the United States?

☒ Yes

☐ No

If Yes, indicate place of birth:

City Flagstaff State (or equivalent) Arizona Country or Territory United States

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Anita Martinez DL  
Go to Section IV.

If you answered No, you must complete Section III and IV.

**SECTION III – ALIEN STATUS DECLARATION**

24 6 20 17: 19:56

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Drivers License

Name of document provided

**Qualified Alien Status** (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

**Nonimmigrant Status** (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

**Alien Paroled into the United States for Less Than One Year** (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

**Other Persons** (8 U.S.C. § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- ☐ 13. A foreign national not physically present in the United States.

**Otherwise Lawfully Present**

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Anita Martinez

Individual Owner/Agent Printed Name

Anita Martin

Individual Owner/Agent Signature

02/20/2024

Today's Date

**EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS**

**You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.**

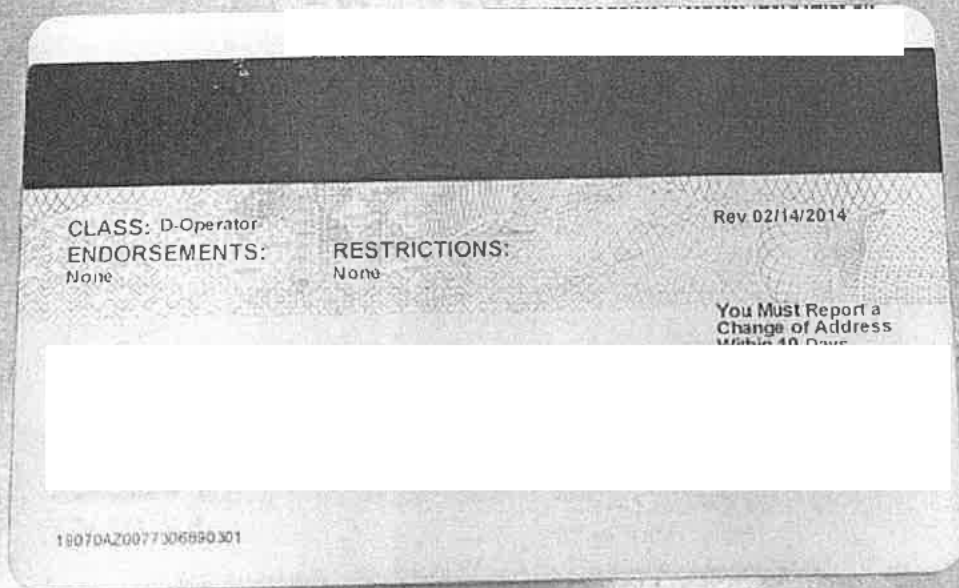
**Evidence showing authorized presence in the United State includes the following:**

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

**Arizona** DRIVER LICENSE USA



9 CLASS D  
9a END NONE  
12 REST NONE  
1 MARTINEZ  
2 ANITA  
8 10013 N LUNAR DR  
FLAGSTAFF, AZ 86004-1107  
4b EXP 03/11/2027 4a ISS 03/11/2019  
15 SEX F 18 EYES BRO  
16 HGT 5'-02" 19 HAIR BLK  
17 WGT 240 lb  
DONOR ♥  
*Anita Martinez*





Certificate # 5691771

**Certificate of Completion**  
For  
**Title 4 BASIC Liquor Law Training**

- ☐ On-sale  
☐ Off-sale  
☐ On and off-sale

A Certificate of Completion must be on a form provided by the State Department of Liquor Licenses and Control. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the provider. The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed on the State's Title 4 Certificate. Management Title 4 training requires BASIC Title 4 training a condition of employment.  
A replacement Certificate of Completion for Title 4 training must be obtained through the training provider for two years after the training completion date.

**Student Information**

**Anita Martinez**

(Name, please print)

*Anita Martinez*

(Signature)

4-12-22

Training Completion Date

04/12/2025

Certificate Expiration Date  
(three years from completion date)

**Training Provider Information**

**Health Communications, Inc.**

(Company Name)

1501 Wilson Boulevard Ste. 500, Arlington VA 22209

Mailing Address  
(800) 438-8477

Daytime Contact Phone Number

I, **Nicole Blossé**, certify that the above named individual did successfully complete  
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*Nicole M. Blossé*

Instructor Signature

4 / 12 / 2022

Mo Day Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
2) licensee, agent and manager actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)  
Conveyance (series 8)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.



LC:

Amount:



## AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

### DLIC USE ONLY

Job #: 253770

Date Accepted: 07/16/2024

CSR: sg

Type or Print with **Black Ink**

License Number:

**ATTENTION APPLICANT:** This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A **BLUE OR BLACK LINED** FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the  
Appropriate  
Box →



Agent



Controlling Person

2. Name: Spencer Harry Rashad Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)
3. Social Security #: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State Issued: VA
4. Place of birth: Chicago IL USA Height: 6'1" Weight: 220 Eyes: Brown Hair: Brown  
City State COUNTRY
5. Name of current/most recent spouse: Spencer Janeine Berryman Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? \_\_\_\_\_

7. Daytime telephone number: 757-321-5493 Email address: ab-licensing@dollartree.com

8. Premises Name: Family Dollar, LLC. dba Family Dollar #23939 Business Phone: 757 321 5000  
Street (do not use PO Box) City State County Zip

9. Premises Address: 161 E Deuce Of Clubs Box #7 Show Low AZ Navajo 85901  
Street (do not use PO Box) City State County Zip



10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 06/21              | CURRENT          | Assistant Secretary           | Dollar Tree/Family Dollar - 500 Volvo Parkway, Chesapeake, VA 23320       |
| 01/ 2019           | 06/2021          | Director                      | Amazon - 410 Terry Ave N, Seattle, WA 98109                               |
| 01/ 2014           | 01/2019          | Director                      | Mars Chocolate - 800 High St, Hackettstown, NJ 07840                      |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

| FROM<br>Month/Year | To<br>Month/Year | Street                  | City            | State | Zip   |
|--------------------|------------------|-------------------------|-----------------|-------|-------|
| 02/ 2019           | CURRENT          | 509 Woodards Ford Road, | Chesapeake,     | VA    | 23322 |
| 01/ 2016           | 02/ 2019         | 31 Walton Court,        | East Brunswick, | NJ    | 08816 |
|                    |                  |                         |                 |       |       |
|                    |                  |                         |                 |       |       |
|                    |                  |                         |                 |       |       |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☒ No ☐

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. **CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

I, (Print Full Name) Harry Spencer hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [Signature] Date: 02/20/2024

To Whom It May Concern:

I, Harry Spencer, Assistant Secretary of Family Dollar, LLC, provide this signed statement in support of its application for liquor license. I am the Controlling Person who completed the Questionnaire to be submitted with the application. The attached Exhibit A provides the details concerning my "Yes" answer to Question 18. This statement and the attached Exhibit A are true, correct, and complete, to the best of my knowledge.



By: Harry Spencer

As: Assistant Secretary, Family Dollar, LLC

**EXHIBIT A**

Question 18: Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D).

Answer: Yes. See below chart for details on locations through December 31, 2023.

Revocations: None.

Suspensions:<sup>1</sup>

| <b>Citation Date</b> | <b>Agency</b>                                     | <b>Licensed Entity</b>                | <b>Disposition</b>           | <b>Suspension Dates</b> | <b>Reinstatement Date</b> |
|----------------------|---------------------------------------------------|---------------------------------------|------------------------------|-------------------------|---------------------------|
| 12/30/2019           | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 1/8/2020 – 1/15/2020    | 1/16/2020                 |
| 2/22/2020            | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 12/16/2020 – 12/23/2020 | 12/24/2020                |
| 3/4/2020             | Virginia Alcoholic Beverage Control Authority     | Family Dollar Stores of Virginia, LLC | License Suspension – 25 Days | 5/14/2020 – 6/7/2020    | 6/8/2020                  |
| 6/4/2021             | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 9/8/2021 – 9/15/2021    | 9/16/2021                 |
| 4/23/2022            | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 7/13/22 – 7/21/22       | 7/22/2023                 |
| 10/22/2022           | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 1/18/23 – 1/25/23       | 1/26/2023                 |
| 12/27/2022           | Ohio Department of Public Safety                  | Family Dollar Stores of Ohio, LLC     | License Suspension – 8 Days  | 10/5/2023 – 10/13/2023  | 10/14/2023                |
| 3/3/2023             | Kentucky Department of Alcoholic Beverage Control | Family Dollar Stores of Kentucky, LLC | License Suspension – 70 Days | 7/31/23 – 10/7/23       | 10/8/2023                 |
| 8/2/2023             | Ohio Liquor Control Commission                    | Family Dollar Stores of Ohio, LLC     | License Suspension – 8 Days  | 8/31/23 – 9/8/23        | 9/9/2023                  |
| 9/7/2023             | Ohio Department of Public Safety                  | Family Dollar Stores of Ohio, LLC     | License Suspension – 8 Days  | 10/5/23 – 10/13-23      | 10/14/2023                |

<sup>1</sup> Please note that over this period, the entities in which the respondent is or has been a controlling person maintained over 2,500 locations duly licensed to sell alcoholic beverages for off-premises consumption. By the date of this application, the number of licensed locations has grown to over 4,000.

## Rejections/Denials:

| City          | ST | Denial Date | Reason                                            |
|---------------|----|-------------|---------------------------------------------------|
| Winder        | GA | 06/08/23    | Proximity to a church                             |
| Albany        | GA | 05/08/23    | Public opposition                                 |
| Livingston    | TN | 10/09/23    | Public opposition                                 |
| Opelousas     | LA | 08/09/23    | Proximity to a church                             |
| Monroe        | LA | 10/13/23    | Public opposition                                 |
| Delavan       | WI | 04/18/23    | Proximity to a church                             |
| Rockford      | IL | 03/28/22    | Public opposition                                 |
| Independence  | MO | 11/28/23    | Public opposition                                 |
| Grand Rapids  | MI | 10/23/23    | Public opposition                                 |
| Amery         | WI | 11/02/23    | Public opposition                                 |
| Cudahy        | WI | 11/01/23    | Public opposition                                 |
| Vacherie      | LA | 8/4/2023    | Proximity to a daycare                            |
| Georgetown    | IL | 10/03/23    | Public opposition                                 |
| Sherman       | TX | 09/07/23    | Proximity to school                               |
| Ridgely       | TN | 10/20/22    | Proximity to city hall                            |
| Hephzibah     | GA | 02/03/23    | Public opposition                                 |
| Omaha         | NE | 04/10/23    | Public opposition                                 |
| Moline        | IL | 11/15/23    | Proximity to school and public opposition         |
| Alamosa       | CO | 03/22/23    | Public opposition                                 |
| Canton        | GA | 12/13/23    | Delays in submission of additional requested data |
| Walsenburg    | CO | 11/06/23    | Proximity to school property                      |
| Brunswick     | GA | 9/1/2022    | Lack of security plan                             |
| Opelousas     | LA | 08/09/23    | Proximity to church                               |
| Hapeville     | GA | 04/17/23    | Public opposition                                 |
| Niagara Falls | NY | 11/10/23    | Delays in submission of additional requested data |
| Forestdale    | AL | 02/01/23    | Public opposition                                 |
| Omaha         | NE | 04/10/23    | Public opposition                                 |
| Opelousas     | LA | 08/09/23    | Proximity to church                               |
| Albany        | GA | 05/08/26    | Public opposition                                 |
| Kenner        | LA | 12/22/23    | Proximity to church                               |
| Rockford      | IL | 09/22/23    | Public opposition                                 |
| Hewitt        | TX | 09/05/23    | Zoning variance denied                            |
| San Luis      | CO | 07/25/22    | Public opposition                                 |
| Joliet        | IL | 09/29/23    | Public opposition                                 |
| Baldwin       | LA | 10/26/23    | Proximity to church                               |
| Richton       | MS | 06/17/22    | Public opposition                                 |
| Holyoke       | CO | 12/28/23    | Public opposition                                 |

| City            | ST | Denial Date | Reason                                            |
|-----------------|----|-------------|---------------------------------------------------|
| Omaha           | NE | 04/10/23    | Public opposition                                 |
| Grand Rapids    | MI | 10/23/23    | Public opposition                                 |
| Fairplay        | CO | 12/18/23    | Public opposition                                 |
| West Allis      | WI | 09/06/23    | Delays in submission of additional requested data |
| Naturita        | CO | 02/27/22    | Proximity to church                               |
| Prichard        | AL | 03/11/22    | Public opposition                                 |
| Bagley          | MN | 07/29/22    | Over saturation of other licensed sellers nearby  |
| Vista           | CA | 10/25/23    | Over saturation of other licensed sellers nearby  |
| Albany          | GA | 05/08/26    | Public opposition                                 |
| Albany          | GA | 05/31/22    | Public opposition                                 |
| Ferguson        | MO | 06/15/22    | Public opposition                                 |
| Kansas City     | MO | 11/29/22    | Public opposition                                 |
| Kansas City     | MO | 07/13/22    | Proximity to residential zoning                   |
| Montezuma Creek | UT | 05/30/23    | Proximity to Indian reservation                   |
| Kansas City     | MO | 01/27/23    | Public opposition                                 |
| Redford         | MI | 01/27/23    | Public opposition                                 |
| Kansas City     | MO | 01/27/23    | Public opposition                                 |
| Bossier City    | LA | 10/23/23    | Proximity to church                               |
| Arlington       | TX | 09/26/23    | Zoning variance denied                            |
| Johnston        | SC | 05/15/23    | Public opposition                                 |
| Caney           | KS | 10/20/22    | Public opposition                                 |
| Tucson          | AZ | 07/12/22    | Public opposition                                 |

LC:

Amount:

24 6 20 Lic. Dept on 9:58



## AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #: 253770

Date Accepted: 07/16/2024

CSR: sg

Type or Print with Black Ink

License Number:

**ATTENTION APPLICANT:** This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the  
Appropriate  
Box →

☐ Agent

☒ Controlling Person

2. Name: Barnett Peter Allan Birth Date: \_\_\_\_\_  
Last First Middle

3. Social Security #: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State Issued: VA

4. Place of birth: Chicago Illinois USA Height: 6' Weight: 225 Eyes: Hazel Hair: Grey  
City State COUNTRY

5. Name of current/most recent spouse: Barnett Yvonne Izan Birth Date: \_\_\_\_\_  
Last First Middle NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? \_\_\_\_\_

7. Daytime telephone number: 757-321-5493 Email address: ab-licensing@dollartree.com

8. Premises Name: Family Dollar, LLC. dba Family Dollar #23939 Business Phone: 757 321 5000

9. Premises Address: 161 E Deuce Of Clubs Box #7 Show Low AZ Navajo 85901  
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 08/13              | CURRENT          | President                     | Dollar Tree/Family Dollar                                                 |
|                    |                  |                               | 500 Volvo Parkway, Chesapeake, VA 23320                                   |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

| FROM<br>Month/Year | TO<br>Month/Year | Street              | City            | State | Zip   |
|--------------------|------------------|---------------------|-----------------|-------|-------|
| 05/19              | CURRENT          | 329 Cavalier Dr,    | Virginia Beach, | VA    | 23451 |
| 08/18              | 05/19            | 332 Laskin Rd #507, | Virginia Beach, | VA    | 23451 |
| 10/13              | 08/18            | 314 Cawdor Xing,    | Chesapeake,     | VA    | 23322 |
|                    |                  |                     |                 |       |       |
|                    |                  |                     |                 |       |       |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☒ No ☐

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Peter A Barnett hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Peter A Barnett Date: 02/20/2024



To Whom It May Concern:

I, Peter Barnett, President of Family Dollar, LLC, provide this signed statement in support of its application for liquor license. I am the Controlling Person who completed the Questionnaire to be submitted with the application. The attached Exhibit A provides the details concerning my "Yes" answer to Question 18. This statement and the attached Exhibit A are true, correct, and complete, to the best of my knowledge.

A handwritten signature in cursive script, appearing to read "P. A. Barnett", written over a horizontal line.

By: Peter Barnett

As: President, Family Dollar, LLC

EXHIBIT A

Question 18: Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D).

Answer: Yes. See below chart for details on locations through December 31, 2023.

Revocations: None.

Suspensions:<sup>1</sup>

| Citation Date | Agency                                            | Licensed Entity                       | Disposition                  | Suspension Dates        | Reinstatement Date |
|---------------|---------------------------------------------------|---------------------------------------|------------------------------|-------------------------|--------------------|
| 12/30/2019    | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 1/8/2020 – 1/15/2020    | 1/16/2020          |
| 2/22/2020     | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 12/16/2020 – 12/23/2020 | 12/24/2020         |
| 3/4/2020      | Virginia Alcoholic Beverage Control Authority     | Family Dollar Stores of Virginia, LLC | License Suspension – 25 Days | 5/14/2020 – 6/7/2020    | 6/8/2020           |
| 6/4/2021      | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 9/8/2021 – 9/15/2021    | 9/16/2021          |
| 4/23/2022     | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 7/13/22 – 7/21/22       | 7/22/2023          |
| 10/22/2022    | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 1/18/23 – 1/25/23       | 1/26/2023          |
| 12/27/2022    | Ohio Department of Public Safety                  | Family Dollar Stores of Ohio, LLC     | License Suspension – 8 Days  | 10/5/2023 – 10/13/2023  | 10/14/2023         |
| 3/3/2023      | Kentucky Department of Alcoholic Beverage Control | Family Dollar Stores of Kentucky, LLC | License Suspension – 70 Days | 7/31/23 – 10/7/23       | 10/8/2023          |
| 8/2/2023      | Ohio Liquor Control Commission                    | Family Dollar Stores of Ohio, LLC     | License Suspension – 8 Days  | 8/31/23 – 9/8/23        | 9/9/2023           |
| 9/7/2023      | Ohio Department of Public Safety                  | Family Dollar Stores of Ohio, LLC     | License Suspension – 8 Days  | 10/5/23 – 10/13-23      | 10/14/2023         |

<sup>1</sup> Please note that over this period, the entities in which the respondent is or has been a controlling person maintained over 2,500 locations duly licensed to sell alcoholic beverages for off-premises consumption. By the date of this application, the number of licensed locations has grown to over 4,000.

## Rejections/Denials:

| City          | ST | Denial Date | Reason                                            |
|---------------|----|-------------|---------------------------------------------------|
| Winder        | GA | 06/08/23    | Proximity to a church                             |
| Albany        | GA | 05/08/23    | Public opposition                                 |
| Livingston    | TN | 10/09/23    | Public opposition                                 |
| Opelousas     | LA | 08/09/23    | Proximity to a church                             |
| Monroe        | LA | 10/13/23    | Public opposition                                 |
| Delavan       | WI | 04/18/23    | Proximity to a church                             |
| Rockford      | IL | 03/28/22    | Public opposition                                 |
| Independence  | MO | 11/28/23    | Public opposition                                 |
| Grand Rapids  | MI | 10/23/23    | Public opposition                                 |
| Amery         | WI | 11/02/23    | Public opposition                                 |
| Cudahy        | WI | 11/01/23    | Public opposition                                 |
| Vacherie      | LA | 8/4/2023    | Proximity to a daycare                            |
| Georgetown    | IL | 10/03/23    | Public opposition                                 |
| Sherman       | TX | 09/07/23    | Proximity to school                               |
| Ridgely       | TN | 10/20/22    | Proximity to city hall                            |
| Hephzibah     | GA | 02/03/23    | Public opposition                                 |
| Omaha         | NE | 04/10/23    | Public opposition                                 |
| Moline        | IL | 11/15/23    | Proximity to school and public opposition         |
| Alamosa       | CO | 03/22/23    | Public opposition                                 |
| Canton        | GA | 12/13/23    | Delays in submission of additional requested data |
| Walsenburg    | CO | 11/06/23    | Proximity to school property                      |
| Brunswick     | GA | 9/1/2022    | Lack of security plan                             |
| Opelousas     | LA | 08/09/23    | Proximity to church                               |
| Hapeville     | GA | 04/17/23    | Public opposition                                 |
| Niagara Falls | NY | 11/10/23    | Delays in submission of additional requested data |
| Forestdale    | AL | 02/01/23    | Public opposition                                 |
| Omaha         | NE | 04/10/23    | Public opposition                                 |
| Opelousas     | LA | 08/09/23    | Proximity to church                               |
| Albany        | GA | 05/08/26    | Public opposition                                 |
| Kenner        | LA | 12/22/23    | Proximity to church                               |
| Rockford      | IL | 09/22/23    | Public opposition                                 |
| Hewitt        | TX | 09/05/23    | Zoning variance denied                            |
| San Luis      | CO | 07/25/22    | Public opposition                                 |
| Joliet        | IL | 09/29/23    | Public opposition                                 |
| Baldwin       | LA | 10/26/23    | Proximity to church                               |
| Richton       | MS | 06/17/22    | Public opposition                                 |
| Holyoke       | CO | 12/28/23    | Public opposition                                 |

| City            | ST | Denial Date | Reason                                            |
|-----------------|----|-------------|---------------------------------------------------|
| Omaha           | NE | 04/10/23    | Public opposition                                 |
| Grand Rapids    | MI | 10/23/23    | Public opposition                                 |
| Fairplay        | CO | 12/18/23    | Public opposition                                 |
| West Allis      | WI | 09/06/23    | Delays in submission of additional requested data |
| Naturita        | CO | 02/27/22    | Proximity to church                               |
| Prichard        | AL | 03/11/22    | Public opposition                                 |
| Bagley          | MN | 07/29/22    | Over saturation of other licensed sellers nearby  |
| Vista           | CA | 10/25/23    | Over saturation of other licensed sellers nearby  |
| Albany          | GA | 05/08/26    | Public opposition                                 |
| Albany          | GA | 05/31/22    | Public opposition                                 |
| Ferguson        | MO | 06/15/22    | Public opposition                                 |
| Kansas City     | MO | 11/29/22    | Public opposition                                 |
| Kansas City     | MO | 07/13/22    | Proximity to residential zoning                   |
| Montezuma Creek | UT | 05/30/23    | Proximity to Indian reservation                   |
| Kansas City     | MO | 01/27/23    | Public opposition                                 |
| Redford         | MI | 01/27/23    | Public opposition                                 |
| Kansas City     | MO | 01/27/23    | Public opposition                                 |
| Bossier City    | LA | 10/23/23    | Proximity to church                               |
| Arlington       | TX | 09/26/23    | Zoning variance denied                            |
| Johnston        | SC | 05/15/23    | Public opposition                                 |
| Caney           | KS | 10/20/22    | Public opposition                                 |
| Tucson          | AZ | 07/12/22    | Public opposition                                 |

LC:

Amount:



## AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

### DLLC USE ONLY

Job #: 253770

Date Accepted:  
07/16/2024

CSR: sg

Type or Print with **Black Ink**

License Number:

**ATTENTION APPLICANT:** This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A **BLUE OR BLACK LINED** FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the  
Appropriate  
Box →



Agent



Controlling Person

2. Name: Elder Jonathan Lamar Birth Date: \_\_\_\_\_  
Last First
3. Social Security #: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State Issued: Virginia
4. Place of birth: Atlanta, GA USA Height: 5'8" Weight: 175lbs Eyes: Blue Hair: Brown  
City State COUNTRY
5. Name of current/most recent spouse: Elder Elizabeth Meador Birth Date: \_\_\_\_\_  
Last First Middle NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? \_\_\_\_\_
7. Daytime telephone number: 757-321-5493 Email address: ab-licensing@dollartree.com
8. Premises Name: Family Dollar, LLC dba Family Dollar #23939 Business Phone: 757 / 321 / 5000
9. Premises Address: 161 E Deuce Of Clubs Box #7 Show Low AZ Navajo 85901  
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

| FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|-----------------|---------------|-------------------------------|---------------------------------------------------------------------------|
| 02/2005         | CURRENT       | VP - Tax & Treasurer          | Dollar Tree/Family Dollar                                                 |
|                 |               |                               | 500 Volvo Parkway, Chesapeake, VA 23320                                   |
|                 |               |                               |                                                                           |
|                 |               |                               |                                                                           |
|                 |               |                               |                                                                           |

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

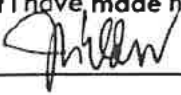
| FROM Month/Year | TO Month/Year | Street | City                                 | State | Zip   |
|-----------------|---------------|--------|--------------------------------------|-------|-------|
| 03/2019         | CURRENT       |        | 1717 Jermyn Lane, Virginia Beach, VA |       | 23454 |
| 06/2005         | 03/2019       |        | 808 Forest Glade Dr, Chesapeake, VA  |       | 23322 |
|                 |               |        |                                      |       |       |
|                 |               |        |                                      |       |       |
|                 |               |        |                                      |       |       |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☒
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☒ No ☐

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Jonathan Lamar Elder hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature:  Date: 02/20/2024

To Whom It May Concern:

I, Jonathan Elder, Vice President of Tax and Treasurer of Family Dollar, LLC, provide this signed statement in support of its application for liquor license. I am the Controlling Person who completed the Questionnaire to be submitted with the application. The attached Exhibit A provides the details concerning my "Yes" answer to Question 18. This statement and the attached Exhibit A are true, correct, and complete, to the best of my knowledge.



By: Jonathan Elder

As: VP of Tax and Treasurer, Family Dollar, LLC

# EXHIBIT A

Question 18: Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D).

Answer: Yes. See below chart for details on locations through December 31, 2023.

Revocations: None.

Suspensions:<sup>1</sup>

| Citation Date | Agency                                            | Licensed Entity                       | Disposition                  | Suspension Dates        | Reinstatement Date |
|---------------|---------------------------------------------------|---------------------------------------|------------------------------|-------------------------|--------------------|
| 12/30/2019    | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 1/8/2020 – 1/15/2020    | 1/16/2020          |
| 2/22/2020     | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 12/16/2020 – 12/23/2020 | 12/24/2020         |
| 3/4/2020      | Virginia Alcoholic Beverage Control Authority     | Family Dollar Stores of Virginia, LLC | License Suspension – 25 Days | 5/14/2020 – 6/7/2020    | 6/8/2020           |
| 6/4/2021      | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 9/8/2021 – 9/15/2021    | 9/16/2021          |
| 4/23/2022     | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 7/13/22 – 7/21/22       | 7/22/2023          |
| 10/22/2022    | Texas Alcoholic Beverage Commission               | Family Dollar Stores of Texas, LLC    | License Suspension – 8 Days  | 1/18/23 – 1/25/23       | 1/26/2023          |
| 12/27/2022    | Ohio Department of Public Safety                  | Family Dollar Stores of Ohio, LLC     | License Suspension – 8 Days  | 10/5/2023 – 10/13/2023  | 10/14/2023         |
| 3/3/2023      | Kentucky Department of Alcoholic Beverage Control | Family Dollar Stores of Kentucky, LLC | License Suspension – 70 Days | 7/31/23 – 10/7/23       | 10/8/2023          |
| 8/2/2023      | Ohio Liquor Control Commission                    | Family Dollar Stores of Ohio, LLC     | License Suspension – 8 Days  | 8/31/23 – 9/8/23        | 9/9/2023           |
| 9/7/2023      | Ohio Department of Public Safety                  | Family Dollar Stores of Ohio, LLC     | License Suspension – 8 Days  | 10/5/23 – 10/13-23      | 10/14/2023         |

<sup>1</sup> Please note that over this period, the entities in which the respondent is or has been a controlling person maintained over 2,500 locations duly licensed to sell alcoholic beverages for off-premises consumption. By the date of this application, the number of licensed locations has grown to over 4,000.



## Rejections/Denials:

| City          | ST | Denial Date | Reason                                            |
|---------------|----|-------------|---------------------------------------------------|
| Winder        | GA | 06/08/23    | Proximity to a church                             |
| Albany        | GA | 05/08/23    | Public opposition                                 |
| Livingston    | TN | 10/09/23    | Public opposition                                 |
| Opelousas     | LA | 08/09/23    | Proximity to a church                             |
| Monroe        | LA | 10/13/23    | Public opposition                                 |
| Delavan       | WI | 04/18/23    | Proximity to a church                             |
| Rockford      | IL | 03/28/22    | Public opposition                                 |
| Independence  | MO | 11/28/23    | Public opposition                                 |
| Grand Rapids  | MI | 10/23/23    | Public opposition                                 |
| Amery         | WI | 11/02/23    | Public opposition                                 |
| Cudahy        | WI | 11/01/23    | Public opposition                                 |
| Vacherie      | LA | 8/4/2023    | Proximity to a daycare                            |
| Georgetown    | IL | 10/03/23    | Public opposition                                 |
| Sherman       | TX | 09/07/23    | Proximity to school                               |
| Ridgely       | TN | 10/20/22    | Proximity to city hall                            |
| Hephzibah     | GA | 02/03/23    | Public opposition                                 |
| Omaha         | NE | 04/10/23    | Public opposition                                 |
| Moline        | IL | 11/15/23    | Proximity to school and public opposition         |
| Alamosa       | CO | 03/22/23    | Public opposition                                 |
| Canton        | GA | 12/13/23    | Delays in submission of additional requested data |
| Walsenburg    | CO | 11/06/23    | Proximity to school property                      |
| Brunswick     | GA | 9/1/2022    | Lack of security plan                             |
| Opelousas     | LA | 08/09/23    | Proximity to church                               |
| Hapeville     | GA | 04/17/23    | Public opposition                                 |
| Niagara Falls | NY | 11/10/23    | Delays in submission of additional requested data |
| Forestdale    | AL | 02/01/23    | Public opposition                                 |
| Omaha         | NE | 04/10/23    | Public opposition                                 |
| Opelousas     | LA | 08/09/23    | Proximity to church                               |
| Albany        | GA | 05/08/26    | Public opposition                                 |
| Kenner        | LA | 12/22/23    | Proximity to church                               |
| Rockford      | IL | 09/22/23    | Public opposition                                 |
| Hewitt        | TX | 09/05/23    | Zoning variance denied                            |
| San Luis      | CO | 07/25/22    | Public opposition                                 |
| Joliet        | IL | 09/29/23    | Public opposition                                 |
| Baldwin       | LA | 10/26/23    | Proximity to church                               |
| Richton       | MS | 06/17/22    | Public opposition                                 |
| Holyoke       | CO | 12/28/23    | Public opposition                                 |

| City            | ST | Denial Date | Reason                                            |
|-----------------|----|-------------|---------------------------------------------------|
| Omaha           | NE | 04/10/23    | Public opposition                                 |
| Grand Rapids    | MI | 10/23/23    | Public opposition                                 |
| Fairplay        | CO | 12/18/23    | Public opposition                                 |
| West Allis      | WI | 09/06/23    | Delays in submission of additional requested data |
| Naturita        | CO | 02/27/22    | Proximity to church                               |
| Prichard        | AL | 03/11/22    | Public opposition                                 |
| Bagley          | MN | 07/29/22    | Over saturation of other licensed sellers nearby  |
| Vista           | CA | 10/25/23    | Over saturation of other licensed sellers nearby  |
| Albany          | GA | 05/08/26    | Public opposition                                 |
| Albany          | GA | 05/31/22    | Public opposition                                 |
| Ferguson        | MO | 06/15/22    | Public opposition                                 |
| Kansas City     | MO | 11/29/22    | Public opposition                                 |
| Kansas City     | MO | 07/13/22    | Proximity to residential zoning                   |
| Montezuma Creek | UT | 05/30/23    | Proximity to Indian reservation                   |
| Kansas City     | MO | 01/27/23    | Public opposition                                 |
| Redford         | MI | 01/27/23    | Public opposition                                 |
| Kansas City     | MO | 01/27/23    | Public opposition                                 |
| Bossier City    | LA | 10/23/23    | Proximity to church                               |
| Arlington       | TX | 09/26/23    | Zoning variance denied                            |
| Johnston        | SC | 05/15/23    | Public opposition                                 |
| Caney           | KS | 10/20/22    | Public opposition                                 |
| Tucson          | AZ | 07/12/22    | Public opposition                                 |



1100 Circle 75 Parkway SE  
Suite 210 Atlanta, GA 30339  
Licensing Director: (678) 660-5121  
licensing@decisions-consulting.com

**July 30, 2024**

Mayor and City Council  
City of Show Low  
180 N. 9th Street  
Show Low, AZ 85901

Re: Family Dollar, LLC - Store #23939 Application for sale of beer for off-premises consumption only ("Application")

Dear Mayor and City Council:

This firm represents Family Dollar Stores, LLC and its subsidiaries including Family Dollar, LLC, and we handle licensing matters for all Family Dollar locations and related entities nationally (collectively "Family Dollar").

This letter is being submitted for consideration in support of our pending application for a license for the retail sale of beer for off-premise consumption only at the Show Low Store located at 161 East Deuce of Clubs #7, Show Low, AZ 85901. As the license is being considered at the August 6, 2024 Council meeting, this information is being provided in support of Family Dollar's application.

As you may know, you voted to recommend approval of the license for this store location at a Council meeting earlier this year on February 6, 2024. Less than a month after that approval, Family Dollar decided that a significant number of its stores nationwide would close in 2024. Unfortunately, Family Dollar personnel erroneously thought the store in Show Low was on the list of stores to be closed. This error triggered an inadvertent surrender of its license to sell alcoholic beverages obtained in February. Since the Show Low store will remain open, we filed a new alcohol license application.

Family Dollar is a family-oriented store that provides a wide range of food and other retail items to its' customers. Family Dollar locations that sell alcohol do not sell "discounted alcohol" and the beer our customers have the option of purchasing for off-premises consumption is equivalent in price and quality to what one would find at any local grocery store. For additional information, please see the [linked weekly advertisement \(https://www.familydollar.com/weekly-ads\)](https://www.familydollar.com/weekly-ads) which provides a sampling of the wide range of products that Family Dollar offers to its' customers. Also, I wanted to provide some additional information relating to how serious Family Dollar takes its obligation to be a responsible seller, complying with all applicable statutes, ordinances, rules, and regulations.

First, in addition to any requirements imposed by the State or Local jurisdiction, Family Dollar has a vigorous internal training and auditing program to ensure strict compliance and zero tolerance for violations. These internal procedures include, but are not limited to, training on the following:

- (a) Minimum age requirements and how those requirements apply. This includes the mandatory **use of hand-held scanners to verify birthdates** are within the range required to make the purchase.
- (b) How to recognize and differentiate between authentic forms of identification, typically a driver's license, and counterfeit identifications.
- (c) How to confirm the person presenting the identification is the person on the identification card.
- (d) Sales Associates' rights to refuse to sell any alcoholic beverage to a person who appears to be intoxicated and how to communicate that refusal respectfully.

(e) Understanding the role and personal liability to guarantee compliance with all applicable rules and regulations with emphasis on Family Dollar's zero tolerance policy is strictly enforced.

(f) How to cooperate with Law Enforcement as a partner to ensure compliance with the law.

With specific attention to the City of Show Low's local alcohol ordinances, Family Dollar will also train all associates on the local rules and regulations pertaining to off-premises selling including, but not limited to, (1) the duty to maintain a copy of the local ordinances on the premises; (2) duty to secure inventory when not legal to sale; (3) the limited hours for legal sales and any no sales days; (4) duty to maintain the premises and allow zero loitering or drinking in the parking lots, which is absolutely prohibited by Family Dollar, and (5) the duty to confirm proper legal identification and age (as noted above, Family Dollar uses handheld scanners as well). In sum, and as complimentary to other small business in the area, Family Dollar simply wishes to provide a safe, family-oriented option to those families who wish to purchase beer for consumption with their meals at home, just like many other grocery stores.

In addition, Family Dollar uses internal auditing programs and proprietary software to assess abnormal activities which detect, deter, and prohibit any violations of rules and regulations. Further, Family Dollar locations licensed to sell off-premises are all equipped with surveillance cameras that monitor the cash registers, front doors, receiving, and stockroom areas. Based on these vigorous internal compliance matters and a culture of zero tolerance, Family Dollar is proud to say that from 2019 to 2022, the percentage of licensed locations cited for alcohol sales violations nationally averaged ***less than one and a half percent (1.5%) per year*** of all licensed locations. During that period, the highest percentage of cited licensed locations as less than two and a half percent (2.5%).

In conclusion, Family Dollar greatly appreciates the opportunity to conduct business in the State of Arizona and, specifically, in the City of Show Low. Family Dollar respectfully requests that you approve the resolution to allow beer sales for off-premises consumption only at the Show Low Store located at 161 East Deuce of Clubs #7, Show Low, AZ 85901.

Please do not hesitate to email me [jcrumly@decisions-consulting.com](mailto:jcrumly@decisions-consulting.com) or give me a call at if you have any questions or want to discuss further.

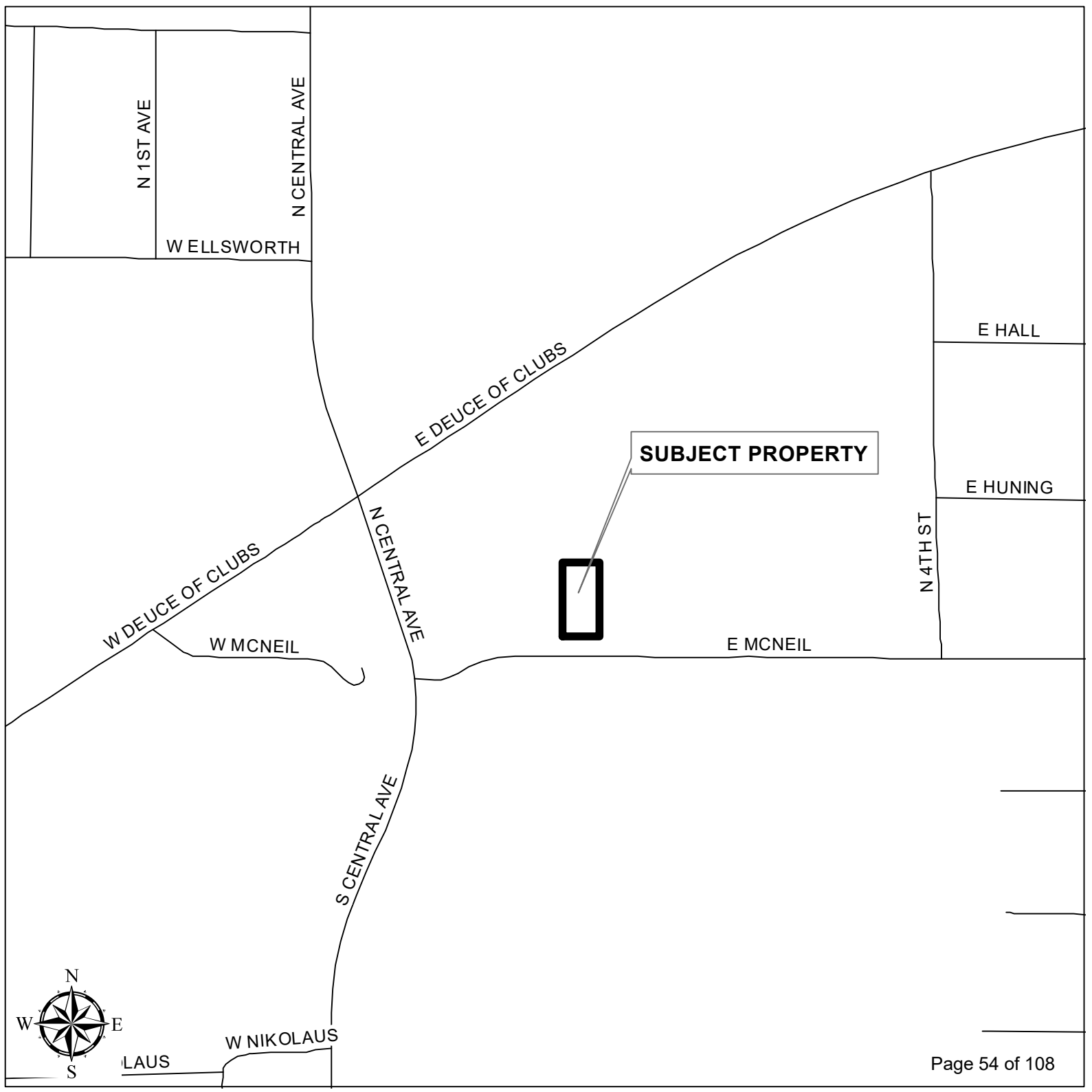
Sincerely,

Decisions Consulting, LLC

*/s/ Jonathan Crumly*

Jonathan Crumly, Chief Operating Officer

cc: Ms. Kathy Clements, Assistant City Clerk ([kclements@showlowaz.gov](mailto:kclements@showlowaz.gov)).



**SUBJECT PROPERTY**

E HALL

E HUNING

N 4TH ST

E MCNEIL

E DEUCE OF CLUBS

N CENTRAL AVE

S CENTRAL AVE

W MCNEIL

W DEUCE OF CLUBS

N 1ST AVE

N CENTRAL AVE

W ELLSWORTH

W NIKOLAUS

LAUS







**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Approval of Five-Year Rural Public Transportation Agreement with MV Transportation, Inc. (Lisa Robertson)

**RECOMMENDATION**

I **MOVE** to approve the five-year Rural Public Transportation Agreement with MV Transportation, Inc., commencing October 1, 2024 at a total cost not to exceed \$5,176,772 with a renewal option for two additional years at a cost to be determined.

**BACKGROUND**

The Section 5311 transit program is funded by a grant from the Arizona Department of Transportation (ADOT) and cost-share contributions from City of Show Low, the Towns of Pinetop-Lakeside, Taylor, Snowflake, Northland Pioneer College and Navajo County. Operations of the Four Seasons Connection and White Mountain Connection is administered by MV Transportation, Inc. under a ten-year Rural Public Transportation Agreement that was signed on October 1, 2012, and was extended an additional two years through September 30, 2024.

A Request for Proposals (RFP) for a five-year operations plan for the Four Seasons Connection and White Mountain Connection public transit program was submitted to three potential bidders. MV Transportation, Inc. was the only proposal received. MV Transportation's proposed five-year operations plan would become effective October 1, 2024, and terminate September 30, 2029, at a total cost not to exceed \$5,176,772, with a renewal option for two additional years at a cost to be determined. The 5311 ADOT transit grant will cover approximately \$3,207,530 of total costs with matching funds of approximately \$1,969,242 met by local cost-share contributions. Show Low's annual match will be approximately \$149,350; over the five year period it is estimated that the local match for Show Low will be \$800,000.

Staff recommends entering into a Rural Public Transportation Agreement with MV Transportation, Inc. at a cost not to exceed \$5,176,772 to cover transit operations for the Four Seasons Connection and White Mountain Connection from October 1, 2024, through September 30, 2029, with a renewal option for two additional years at a cost to be determined.

**ATTACHMENTS**

1. MV Transit Agreement 2024-2029

**FISCAL IMPACT**

Anticipated cost: \$5,176,772

Funding source (account no.): Other Contractual Services (15-530-430-3300-0000)

## RURAL PUBLIC TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 2024, between the **City of Show Low**, an Arizona municipal corporation, hereinafter referred to as the "CITY", and **MV Transportation, Inc., a foreign for-profit corporation**, hereinafter referred to as the "CONTRACTOR."

### RECITALS:

WHEREAS, the CITY has been awarded a Program 5311 Rural Public Transportation Program grant from the Arizona Department of Transportation (ADOT) to provide public transportation in portions of rural southern Navajo County.

WHEREAS, the transportation system to be provided in such areas shall be known as the Four Seasons Connection and White Mountain Connection Public Transit System ("Transit System"); and,

WHEREAS, a Transportation Advisory Committee has been established by the CITY for the purpose of providing input and assistance with regard to operation of the Transit System; and,

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and,

WHEREAS, CONTRACTOR has submitted the best proposal to the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. **CONTRACT TERM** The term of this contract shall be five (5) years, commencing on **October 1, 2024** unless terminated, canceled, or extended as otherwise provided herein at the CITY's option, the base contract may be renewed for two (2) one-year periods, at rates mutually agreed upon between the CITY and CONTRACTOR. It shall be the CONTRACTOR'S responsibility to notify the Point of Contact within ninety (90) days of contract expiration if Contractor desires to renew for a supplemental period.
2. **TRANSPORTATION SERVICES** The CONTRACTOR agrees to provide transportation services needed for the operation of the Transit System. The services shall include the operation and maintenance of the bus fleet owned by the CITY and bus service for two fixed routes that serve Show Low and Pinetop-Lakeside, and a commuter service from Pinetop-Lakeside to Holbrook. These routes and schedules are published but may be changed from time to time by the Transportation Advisory Committee with the approval of the CONTRACTOR.
3. **PAYMENT** In consideration of the services specified in this Agreement, the CITY agrees to pay the CONTRACTOR for work provided in accordance with the price and terms set forth in **Schedule "A"**.



For vehicle operation of less than one hour, the CONTRACTOR shall be compensated at a rate proportional to the service hour rate calculated to the nearest one-quarter of one hour. The CITY will pay the CONTRACTOR for the prior month's services within fifteen (15) days of receipt of the CONTRACTOR'S invoice.

4. **LEASE OF VEHICLES** The CITY hereby agrees to lease to the CONTRACTOR six (6) bus vehicles and one shop truck for \$-0- each per year. Each of the vehicles will have capacity for no less than twenty (20) passengers and wheelchair accessible. Upon termination of this Agreement, CONTRACTOR shall return the vehicles to the CITY in the same condition minus reasonable wear and tear.

5. **LEASE OF PREMISES** Pursuant to this Agreement, the CITY hereby agrees to lease to the CONTRACTOR space for the execution of this agreement for \$1.00 per year. The Leased Premises ("Premises") shall consist of the office building and real property located at 1160 E. Lumberman Loop, Show Low, Arizona. The Premises shall be used for bus storage and administrative purposes of the Contractor for the execution of the Rural Public Transportation Agreement.

- A. The City is responsible for maintenance and repair of the normal wear and tear of the Premises. Contractor will be responsible for any intentional damage or damage due to negligence on behalf the Contractor.
- B. The City agrees to pay for all utilities for the premises.
- C. The lease of the Premises is not separate from the Rural Public Transportation Agreement ("Agreement"). Expiration or termination of the Agreement will immediately terminate lease of Premises.
- D. Contractor may not sublease any portion of the premises, nor may the premises be used for any purpose other than set forth in this agreement.
- E. The City is not responsible for any personal property in or on the Premises.

6. **NOTICE TO PROCEED** The CONTRACTOR shall commence work only after receiving the CITY's Notice to Proceed from an authorized CITY representative. The CONTRACTOR shall have five (5) business days following the Notice to Proceed before commencing work. The CONTRACTOR shall have trained all bus drivers and other service personnel prior to commencing the work.

7. **OFFICE/STAFF** CONTRACTOR shall establish an administrative office and bus garage at the City-owned bus barn located at 1160 E. Lumberman's Loop, Show Low, Arizona. Personnel with dispatch capabilities will staff the CONTRACTOR'S office at this location during hours of operation. The CONTRACTOR will provide, at their expense, a communications link (via radio or cellular phone) to allow immediate communications between the dispatch center and each transit vehicle while transit vehicles are in use.

8. **SAFETY/INSPECTION** The CONTRACTOR shall require drivers to perform daily safety inspections of transit vehicles in accordance with Federal Motor Vehicle Regulations at the beginning and end of each day's service. All defects identified in the inspection shall be noted and scheduled for repair. Vehicles with defects which affect (1) the safe operation of the vehicle, (2) wheelchair accessibility, or (3) the heating or cooling systems, will be considered to have failed the inspection. Vehicles failing the daily inspection shall not be used in service until the failure or defect is corrected. All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes. The CONTRACTOR shall ensure the safety of passengers by any and all means necessary, including but not limited to driver training, re-training, and monitoring; use of wheelchair restraints; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be furnished with a fire extinguisher and appropriate first aid kits which shall be maintained by the CONTRACTOR. The CONTRACTOR shall keep written records showing compliance with this paragraph, of which records shall be kept in the CITY office and available for inspection during business hours on service days.

9 **DAMAGE** All physical damage to vehicles shall be repaired at CONTRACTOR'S expense as soon as practicable, depending on the severity of damage. However, damage to wheelchair accommodations shall be repaired immediately, conforming to the requirements of the federal Americans with Disabilities Act ("ADA"). The CONTRACTOR shall keep written records showing compliance with this paragraph, of which records shall be kept in the CONTRACTOR'S Administrative offices at 1160 E. Lumberman's Loop, Show Low, Arizona and available for inspection during business hours on service days.

10. **RADIOS** A two-way communication system will be furnished by the CONTRACTOR. This system shall consist of a standard mobile radio system with a base station or cellular phones. CONTRACTOR shall properly license and operate the communications system in accordance with FCC rules and regulations,

11. **FUELS AND MATERIALS** All fuels, lubricants, parts (including engine, transmission, drive train), tires, materials, etc., required for the maintenance and repair of transit vehicles shall be provided and paid for by the CONTRACTOR.

12. **LICENSES** CONTRACTOR shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

13. **PERFORMANCE STANDARDS, INCENTIVES, AND PENALTIES** The CONTRACTOR agrees to use its best efforts to provide high quality service, which is reliable, safe, oriented to customer service, effective at meeting the travel needs of a diverse group of local residents and operated within the allocated budget. The CITY, in conjunction with the CONTRACTOR and the Arizona Department of Transportation ("ADOT"), shall annually review performance standards for the Transit System. Specific

standards may include ridership per hour, on-time performance, miles between accidents, cost per passenger trip, revenues as a percentage of operating cost, and review of complaints and commendations received. The CONTRACTOR shall keep written records showing compliance with this paragraph, of which records shall be kept in the CONTRACTOR'S administrative offices located at 1160 E. Lumberman's Loop, Show Low, Arizona and available for inspection during business hours on service days. In the event that the CONTRACTOR does not perform, or the written records do not confirm that the CONTRACTOR has complied with the terms of this Agreement, especially, in the areas of driver training, vehicle maintenance and customer complaints; the parties agree that CONTRACTOR shall be required to pay liquidated damages in the amount set forth in **Schedule "B"**, attached and incorporated herein by reference. The parties have determined that these liquidated damage amounts are reasonable in all respects and that the damages incurred by the CITY would equal or exceed the amounts listed in Schedule "B". The liquidated damage amounts listed in Schedule "B" do not represent penalties, but rather are the parties' reasonable estimation of the damages which would accrue if the CONTRACTOR did not perform in accordance with this Agreement. Further, the parties, understand and agree that the liquidated damage amounts listed in Schedule "B" are elective on the parties of the CITY; that is, in the event that the CITY believes the actual damages sustained as a result of the CONTRACTOR'S breach or non-performance exceeds the liquidated damage amount, then, the CITY may provide the CONTRACTOR with a claim for the actual damages incurred and this dispute shall be handled in accordance with the arbitration clause set forth in paragraph 36, Binding Arbitration, below.

14. **MAINTENANCE** All vehicles used in performance of this Agreement shall be maintained, at a minimum, according to the manufacturer's specifications as recommended under the 'Severe-Duty Schedule for Routine and Preventative Maintenance', and in accordance with Federal Motor Carrier regulations and applicable ADOT regulations, the cost of which shall be borne by the CONTRACTOR. Maintenance includes the following: oil and filter changes, engine repairs and maintenance, tire repair and replacement and all other repairs and maintenance recommended by the manufacturer for each vehicle. Where duplicate recommendations exist, the CONTRACTOR shall be required to maintain vehicles in accordance with the stricter standards. Vehicles shall be kept clean inside and out. Service records must be kept for all vehicles and must be available for inspection during normal office hours. CONTRACTOR will describe how and where vehicles will be maintained, and any maintenance system or procedures that will be utilized.

Passenger comfort and safety are necessary vehicle maintenance requirements. Safety exits shall be clearly marked and easy to use. Air conditioning and heating are required to be operational throughout the year. The CONTRACTOR shall remove from service any vehicle with faulty air conditioning and/or heating.

All vehicles shall be kept very clean both inside and outside, and accessory equipment (i.e., wheelchair lifts, access doors, etc.) shall be kept in good operating condition. VEHICLES MAY BE REMOVED FROM SERVICE BY THE CONTRACTOR OR THE CITY AT ANY TIME WHEN VEHICLE EQUIPMENT REQUIRED FOR PASSENGER SAFETY AND REASONABLE COMFORT ARE NOT IN PROPER WORKING ORDER.

All vehicle safety equipment shall be inspected daily and exits shall be clearly marked.

The CONTRACTOR shall keep written records showing compliance with this paragraph, of which records shall be kept in administrative offices located at 1160 E. Lumberman's Loop, Show Low, Arizona and available for inspection during business hours on service days. The CITY shall reserve the right to ensure that vehicles are being maintained properly and are in safe operating condition. Designated representatives from the CITY may inspect vehicles and maintenance/inspection records at any reasonable time and may bar a vehicle from service until such inspection is completed or until problem(s) are corrected.

15. **INDEMNIFICATION** The CONTRACTOR shall indemnify, defend, and save harmless the CITY, its officers, directors, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss of damages for bodily injuries, including death, or damage to or loss of use of property, caused by the negligent acts, omissions or willful misconduct of the CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

16. **INSURANCE** The CONTRACTOR shall obtain and maintain at its own expense, during the term of this contract, the following types and amounts of insurance:

|                                          |                             |
|------------------------------------------|-----------------------------|
| Employer's Liability                     | \$3,000,000 (each accident) |
| General Liability                        | \$5,000,000 combined        |
| Vehicle Liability and uninsured motorist | \$5,000,000/3,000,000       |
| Statutory Worker's Compensation          | As required.                |

Prior to the execution of the contract, the Contractor shall file with the Owner a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner. The certificate of insurance shall state that, with respect to the contract awarded the Contractor, the Contractor carries insurance in accordance with the requirements of this subsection. All insurance policies shall be primary and non-contributory.

On all policies, the City of Show Low shall be named as an additional insured, and an additional insured endorsement must accompany the certificate of insurance.

The policy shall contain a waiver of subrogation endorsement in favor of the City of Show Low, its department, boards, commissions, and employees for losses arising from this Agreement.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence, excluding bodily injury.

Contractor must comply with all State of Arizona regulations concerning Workers' Compensation insurance and supply the CITY with proof of such insurance (certificate of insurance) if Contractor utilizes employees to complete the services outlined in this Agreement.

Third Party Beneficiary Clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

Indemnity. To the fullest extent permitted by law, CONTRACTOR 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 the negligent acts, errors, mistakes, omissions, work or services of the CONTRACTOR, its agents, employees or subcontractors in the performance of this Agreement. The amount and type of insurance coverage requirements set forth herein shall not limit the scope of the indemnity in this paragraph.

17. **DRIVERS** All drivers must hold a current Class B Driver's License (CDL) with a "P" endorsement issued in the State of Arizona and must be at least 25 years of age. The Contractor shall provide to the CITY and/or ADOT, a list of drivers, their license numbers and a report of moving violation(s) for each driver upon request.

17.1 Drivers shall hold a valid medical examiner's certificate (physical exam) and keep it on their person at all times when operating a vehicle in performance of this contract.

17.2 Drivers must also meet the following minimum criteria to drive for the Four Seasons Connection and/or White Mountain Connection transit system:

17.2.1 No more than one (1) moving violation for the last three (3) full years prior to application for employment as a driver.

17.2.2 If license has ever been suspended, applicant must have three (3) full subsequent years with no violations prior to employment as a driver.



17.2.3 If license has ever been revoked, must have five (5) subsequent years with no violations prior to employment.

17.3 All drivers must receive the following training through programs approved by ADOT and the CITY and show proof of successful completion prior to performing driving duties under this contract: All training must be done by a ADOT certified instructor, and a monthly training summary provided to the CITY.

17.3.1 Driving and classroom training totaling a minimum of 24 hours, to include vehicle operation/inspection, behind the wheel, operating policies, and service (including geographic familiarity).

17.3.2 Passenger assistance and sensitivity training (PASS) completed on a quarterly basis.

17.3.3 First aid/CPR training.

17.3.4 Drug & Alcohol Awareness Training. All employees must receive a minimum of one hour of training on the effects and consequences of prohibited drug use. Training materials will be provided at no cost to the Contractor by ADOT.

17.3.5 Customer Service Training - minimum of two hours annually.

17.3.6 Defensive Driving - minimum of four hours annually.

17.3.7 Vehicle Accident Procedures - minimum of two hours annually.

17.3.8 The Arizona Department of Transportation Program 5311 Administrator will provide the CITY and Contractor with additional training opportunities as they become available. Some funding will be available utilizing the 5311-grant program for out-of-the area training sessions. The Contractor must coordinate these requests with the CITY and ADOT on an ongoing basis.

17.3.9 Confidentiality of Client Information. All information regarding any individual person served by the CITY is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and the City of Show Low.

18. **RECORDS** Internal controls over all financial transactions related to this contract shall be in accordance with sound fiscal policies. Financial records shall be kept in accordance with generally accepted accounting principles. The CITY, at reasonable times and places, audit the books and records of the CONTRACTOR. Said audit shall be limited to this contract and scope of services.

The CONTRACTOR shall keep written documents and records showing compliance with all aspects of this Agreement including but not limited to: vehicle preventative maintenance logs; driver safety training, drivers' log sheets, vehicle maintenance and repair records, vehicle lubrication and transmission fluid changes, driver files, customer complaint files, fares collected and paid to the CONTRACTOR and the CITY, fare inspection reports, dispatcher records along with any and all financial and business records of the CONTRACTOR relating to the performance of this Agreement.

19. **CUSTOMER COMPLAINT RESOLUTION** The parties understand and agree that customer complaint resolution is a critical part of the operation of the transportation system. Accordingly, the CONTRACTOR shall make and maintain written records concerning each customer complaint received. The written records concerning customer complaints which shall be provided to the CITY each month in accordance with paragraph 18, Records, above, and shall include at a minimum:

- a. The name, address, and telephone number of the complainant.
- b. The nature of the complaint, including date, time, driver, and route.
- c. The action taken by the CONTRACTOR.
- d. Copies of all written communications concerning the complaint and where the communication was oral, a written summary of the conversation.

The CONTRACTOR shall develop a complaint form which allows all the above required information to be put in one document.

20. **FARES AND TRANSIT PASSES** The CITY shall have the sole right and responsibility for the printing, production, and distribution of bus transit passes. The CITY is responsible for coordinating specific sale locations for all passes which shall include availability for purchase by the CONTRACTOR for sale on transportation vehicles operated by the CONTRACTOR. The CONTRACTOR shall retain all cash fares collected which will be deducted from the CONTRACTOR'S monthly invoice for services. The CONTRACTOR shall not print or produce any passes, passbooks, or fare books, but shall purchase all such passes, passbooks, or fare books from the CITY. The CONTRACTOR shall pay no more than fifty percent (50%) of the face value of such passes, passbooks or fare books printed or produced by the CITY. All of the parties agree to sell the passes, passbooks and fare books for the full-face value printed on those passes, passbooks and fare books, unless the parties agree otherwise in writing.

The CONTRACTOR shall maintain detailed, written records showing all cash fares collected daily, as well as receipts for the sale of passes and shall provide copies of these records to the CITY monthly. Likewise, the CITY shall keep detailed written records showing all receipts from the sales of passes. The parties understand and agree that all fare revenues must be reported to the Arizona Department of Transportation to comply with the Grant Agreement which provides funding for the Transportation Services which are the subject of this Agreement.



21. **ADVERTISING** The parties stipulate and agree that the CITY retains the sole right to sell or otherwise provide commercial or not-for-profit advertising on the interior and exterior of the buses provided for the CONTRACTOR'S use. The CITY shall be entitled to keep and retain all revenues related to such interior/exterior advertising on these buses. The parties further agree that the CITY shall be entitled to promote the transit system service by advertising and promoting up to three (3) days per year of free bus service to the public. Dates for such promotional days shall be coordinated with the CONTRACTOR by giving the CONTRACTOR at least fifteen (15) days advance written notice of the CITY'S intent to promote and advertise a free ride day on the transit system. The parties will work together to develop efficient, effective advertising to the public about the availability and use of the transit system. The parties agree that they will cooperate to promote and advertise the transit system.

22. **DRUG AND ALCOHOL TESTING** The CONTRACTOR shall be solely responsible for all drug and alcohol testing in accordance with all Drug & Alcohol Program guidelines, procedures, etc. as outlined in FTA regulations 49CFR part 653 and 654, as well as DOT regulations issued in 49CFR Part 40. The CONTRACTOR shall provide to the CITY written policies and procedures that comply with the Federal Transit Administration ("FTA") and ADOT requirements.

23. **BUS DRIVER CONTINGENCY PLAN** The CONTRACTOR shall develop a written Bus Driver Contingency Plan which Plan shall provide for replacement and substitution of drivers who fail to report for work within six (6) hours of the CONTRACTOR being informed that a bus driver will not report for work, or within six (6) hours of the scheduled time that a bus driver is scheduled to report for work, but does not report, whichever is earlier. This written policy shall be provided to the CITY upon request. In addition, the CONTRACTOR shall communicate immediately any interruption of bus service to the CITY.

24. **COMMUNICATION AND COOPERATION** The parties agree that communication and cooperation are an important part of the success of this Agreement. Accordingly, the CONTRACTOR will immediately communicate to the CITY Transit Manager by telephone or email, all incidents concerning accidents, service outages, customer complaints, incidents involving the transit system, or other problems as soon as practicable after they occur. Further, the parties agree to work together and cooperate to provide the services which are the subject of this Agreement.

25. **OTHER DOCUMENTS** (This paragraph intentionally left blank.)

26. **NON-DISCRIMINATION** CONTRACTOR shall not discriminate against any employer, client or any other individual, because of race, age, color, religion, sex, disability, or national origin while carrying out the CONTRACTOR'S duties pursuant to this Agreement. CONTRACTOR agrees to comply with Arizona Executive Order 75-5.

27. **AMERICANS WITH DISABILITIES ACT** CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 10101-336, 42 U.S.C. 1201-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

28. **COMPLIANCE WITH LAWS** The CONTRACTOR shall comply with all CITY, County, State and Federal laws, ordinances, rules and regulations, and statutes which may be applicable to this Agreement.

29. **NON-APPROPRIATION OF FUNDS** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if the CITY does not appropriate necessary funds for the purpose of maintaining this Agreement. Additionally, this Agreement may be terminated for the non-appropriation of grant funding through the 5311 Program facilitated by the Arizona Department of Transportation for Rural Public Transportation. In the event of such termination, the CITY shall have no further obligation to the CONTRACTOR, other than for services rendered prior to termination.

Should the FSC and/or WMC be expanded, reduced, or eliminated and such action represents an increase or decrease of more than sixteen percent (16%) as determined in variable hour rate of service for the WMC and twenty percent (20%) in variable hour rate of service for the FSC, the parties mutually agree to renegotiate, in good faith, the fixed cost components of this Agreement identified in Schedule A. All other portions of this contract shall remain in full force and effect.

30. **INDEPENDENT CONTRACTOR** The status of the CONTRACTOR shall be that of an independent contractor and the CONTRACTOR shall not be considered an employee of the CITY and shall not be entitled to receive any of the fringe benefits associated with regular employment and will not be subject to the provisions of the merit system. CONTRACTOR is responsible for payment of all federal, state, and local taxes associated with the compensation received by the CONTRACTOR from the CITY.

31. **KEY PERSONNEL** CONTRACTOR shall provide adequate and experienced personnel at the discretion of CONTRACTOR and such personnel shall be responsible to CONTRACTOR. The CITY agrees that they will not solicit or otherwise induce personnel employed by CONTRACTOR or seek to secure the services of such personnel in any capacity during the period of the contract together with any periods of renewal pursuant to the options set forth above. The CITY agrees that they will not directly or indirectly contact, for purposes of offering employment, any of the personnel hired during the duration of this contract and/or any option renewals until after the expiration of sixty (60) days after the conclusion of any contractual relationship which is created between the parties as a result of this Agreement.

32. **SEVERABILITY** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

33. **MUTUAL COMPLIANCE** The CONTRACTOR shall comply with applicable provisions of the Program 5311 contract between ADOT and the CITY. Said contract is hereby incorporated into and made a part of this Agreement.

34. **REMEDIES** Any party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

35. **NON-COMPLIANCE** In the event the CITY determines that CONTRACTOR is not in compliance with the terms and/or conditions of the contract, the CITY shall give CONTRACTOR notice, in writing, of its non-compliance and, thereafter, CONTRACTOR shall have a commercially reasonable period of time in which to cure the noncompliance. "Commercially reasonable time" shall be defined as that time reasonably necessary to cure the noncompliance, but in any event, CONTRACTOR shall have no more than thirty (30) days to cure. In the event of a cure, no further action shall be taken. The parties shall work together in good faith to cure and/or remediate any event of non-compliance.

36. **ASSIGNMENT - DELEGATION**. No right or interest in this contract shall be assigned by the CONTRACTOR without prior written permission of the CITY and no delegation of any duty of CONTRACTOR shall be made without prior written permission of the CITY.

37. **RIGHTS AND REMEDIES**. The failure of any party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not be construed a waiver of any right of any party to insist upon the strict performance of the contract.

38. **NOTICES**. Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

City of Show Low:  
Show Low Transit Manager  
180 N. 9<sup>th</sup> Street  
Show Low, AZ 85901  
Phone: (928) 532-4097

Contractor:  
MV Transportation, Inc.  
2711 N. Haskell Avenue  
Suite 1500 LB-2  
Dallas, TX 852-4  
Phone (972)391-4600  
Email: [www.mvtransit.com](http://www.mvtransit.com)

39. **ENTIRE AGREEMENT.** This document and the attached exhibits constitute the entire Agreement between the parties and shall not be modified, amended, altered, or changed except through a written amendment and signed by the parties.

40. The provision of A.R.S. § 38.511 are incorporated by reference as if fully set forth herein.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement the date first written above.

CITY OF SHOW LOW

MV TRANSPORTATION, INC.

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

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

\_\_\_\_\_  
Name and Title (Please Print)

ATTEST:

ATTEST:

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

\_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
F. Morgan Brown, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna Atencio, City Attorney

## SCHEDULE 'A'

### Transit Operations Fee Schedule

Contractor: MV Transportation, Inc.

2024-2025    2025-2026    2026-2027    2027-2028    2028-2029

| Fixed Cost Components                  | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     |
|----------------------------------------|------------|------------|------------|------------|------------|
| 1. Insurance Expenses                  | \$ 72,961  | \$ 76,609  | \$ 80,440  | \$ 84,462  | \$ 88,685  |
| 2. Capital Costs                       | \$ 8,425   | \$ 8,425   | \$ 8,425   | \$ 3,003   | \$ 2,003   |
| 3. Maintenance Wages                   | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       |
| 4. Project Management                  | \$ 99,901  | \$ 102,643 | \$ 105,517 | \$ 108,481 | \$ 111,539 |
| 5. Facility Expenses/Operating Expense | \$ 103,492 | \$ 105,101 | \$ 107,703 | \$ 110,235 | \$ 113,023 |
| 6. Start Up Costs                      | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       |
| 7. Other Costs (Admin, Interest & OH)  | \$ 28,324  | \$ 23,366  | \$ 23,011  | \$ 22,780  | \$ 23,025  |
| 8. Profit                              | \$ 17,637  | \$ 18,044  | \$ 18,830  | \$ 20,744  | \$ 21,774  |
| Total Fixed Cost Components            | \$ 330,740 | \$ 334,188 | \$ 343,927 | \$ 349,706 | \$ 360,049 |
| MONTHLY RATE                           | \$ 27,562  | \$ 27,849  | \$ 28,661  | \$ 29,142  | \$ 30,004  |

| Variable Cost Components                                          | Year 1       | Year 2       | Year 3       | Year 4       | Year 5       |
|-------------------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|
| 9. Driver Wages, Taxes & Benefits                                 | \$ 354,433   | \$ 360,716   | \$ 366,248   | \$ 371,113   | \$ 376,908   |
| 10. Maintenance Costs                                             | \$ 149,484   | \$ 154,592   | \$ 159,883   | \$ 165,366   | \$ 171,048   |
| 11. Profit                                                        | \$ 35,796    | \$ 36,509    | \$ 37,712    | \$ 41,753    | \$ 43,398    |
| 12. Other Costs (Fuel & Overhead)                                 | \$ 131,636   | \$ 124,473   | \$ 125,040   | \$ 125,718   | \$ 126,336   |
| Total Variable Cost Components                                    | \$ 671,349   | \$ 676,290   | \$ 688,883   | \$ 703,950   | \$ 717,690   |
| Vehicle Revenue Service Hours                                     | 10,536       | 10,536       | 10,536       | 10,536       | 10,536       |
| VARIABLE HOURLY RATE                                              | \$ 63.72     | \$ 64.19     | \$ 65.38     | \$ 66.81     | \$ 68.12     |
| 15. TOTAL COSTS (Sum of total Fixed Cost and Total Variable Cost) | \$ 1,002,089 | \$ 1,010,478 | \$ 1,032,810 | \$ 1,053,656 | \$ 1,077,739 |

# **SCHEDULE 'B'**

## **SCHEDULE OF LIQUIDATED DAMAGES**

1. Liquidated damages of \$500 per day for every day that the CONTRACTOR is not in compliance with the terms of the Contract, after the CONTRACTOR has been given five (5) days notice of the breach.
2. Liquidated damages for failure to perform manufacturer's recommended maintenance or service on bus vehicles after a seven hundred (700) miles grace period: \$500 per day or \$500 for every two hundred (200) miles beyond the manufacturer's recommended service mileage.

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Award of Professional Services Contract for Airport Consulting Services to H.W. Lochner, Inc. (Jacob Allen)

**RECOMMENDATION**

I **MOVE** to award a professional services contract for airport consulting services to H.W. Lochner, Inc. and authorize the Mayor to sign associated documents.

**BACKGROUND**

In July 2024, a request for qualifications was published to solicit Statements of Qualifications (SOQ) from airport consulting firms. Airport consultants are hired to provide airport engineering, design, and construction management per Federal Aviation Administration (FAA) and Arizona Department of Transportation standards. The selection process followed the processes outlined by FAA and Arizona Revised Statutes Title 34.

Two SOQs were received and a selection committee individually reviewed and rated the SOQs. Each of the firms that submitted were invited to interview. As a result of the interviews, H.W. Lochner, Inc. was selected as the number one firm. H.W. Lochner, Inc., formerly known as Armstrong Consultants, has been the City's on-call airport consultant since 2009. After negotiations and subsequent approval by FAA, staff recommends awarding the professional services contract for airport consulting services to H.W. Lochner, Inc.

**ATTACHMENTS**

1. A-0625 AGREEMENT

**FISCAL IMPACT**

N/A



**CITY OF SHOW LOW  
CONTRACT FOR PROFESSIONAL SERVICES**

**AGREEMENT** made as of August 20, 2024, between the City of Show Low, Arizona, a municipal corporation ("City"), and H.W. Lochner, Inc., a Wisconsin Corporation ("Consultant").

**WHEREAS**, City requires certain professional airport engineering and airport construction management services for A-0625 Airport Engineering Services ("Project"); and

**WHEREAS**, Consultant represents that it has the necessary expertise to provide such services in accordance with the terms of this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. **Services.** Consultant shall perform the work described in the City's Scope of Work dated June 28, 2024, and those additional items set forth in the Consultant's schedule and fee proposal dated July 19, 2024, in a competent and professional manner to the satisfaction of the City. The Scope of Work and the Consultant's schedule and fee proposal are attached hereto as Exhibits "A", "B", and "C" and by this reference incorporated herein. If any incorporated term is inconsistent with the Agreement, this Agreement shall control.
2. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity, and professional expertise to perform this Agreement. The project shall be accomplished, reviewed, and approved by professionals registered to practice in the pertaining field of endeavor in the State of Arizona and shall perform all work applying the ordinary standard of care of like professionals. Consultant shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of the work to be performed hereunder. Consultant shall assign specific individuals to key positions. Once assigned to work under this Agreement, key personnel shall not be removed or replaced without the City's prior written approval.
3. **Independent Contractor.** Consultant acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by the City, and the Consultant shall be solely responsible for such matters.
4. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the work to be performed hereunder without the City's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are

imposed on the Consultant by this Agreement with respect to those matters covered by Sections 8, 9, 10, 12, 15, and 18. Consultant is responsible for the full performance of this Agreement regardless of whether subcontractors are used.

5. **Time for Completion.** The term of this Contract shall commence upon the execution of this Agreement and shall continue for a period of five years thereafter unless terminated, cancelled, or extended as otherwise provided herein.
6. **Payment.** The City shall pay to Consultant a negotiated fee based on the Consultant's fee schedule on a per-project basis as payment in full for all services rendered by Consultant pursuant to this Agreement.
7. **Defects in Work.** City may reject any work product that fails to meet an ordinary standard of care and performance for professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation or as set forth in Section 12. No compensation shall be paid for any rejected work until such issues have been resolved.
8. **Insurance Requirements.**

- A. Consultant shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect the City (and their respective officers and employees, participants, and equipment funded under this Agreement) against such losses as set forth below. All insurance policies shall be primary and non-contributory. Consultant shall provide the City with a current Certificate of Insurance.

**On all policies, the City of Show Low shall be named as an additional insured, and an additional insured endorsement must accompany the certificate of insurance (except for Errors and Omissions coverage).**

**The policy shall contain a waiver of subrogation endorsement in favor of the City of Show Low, its department, boards, commissions, and employees for losses arising from this Agreement.**

- B. The following types and amounts of insurance are required as minimums:

General Liability

|                                          |                                      |                                 |
|------------------------------------------|--------------------------------------|---------------------------------|
| Comprehensive Form<br>Premises-Operation | Bodily Injury and<br>Property Damage | \$ 1,000,000<br>each occurrence |
| Personal Injury                          | Personal Injury                      | \$ 1,000,000<br>Aggregate       |

Automobile Liability

|                                                   |                                                  |           |
|---------------------------------------------------|--------------------------------------------------|-----------|
| Comprehensive Form<br>Owner<br>Hired<br>Non-Owned | Bodily Injury and<br>Property Damage<br>Combined | \$500,000 |
|---------------------------------------------------|--------------------------------------------------|-----------|

Workers' Compensation

Statutory

Professional Liability/Errors & Omissions

\$1,000,000  
each claim

Standard minimum deductibles are allowed. Any deductibles are the responsibility of the Consultant. Consultant shall immediately inform the City of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by the City. Consultant shall notify the City upon any termination of its regular professional liability coverage and shall obtain extended liability coverage for a minimum of five years from the termination date.

C. Consultant acknowledges that the insurance coverage amounts stated above shall not limit its liability under this Agreement.

9. **Indemnity.** To the fullest extent permitted by law, the Consultant 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 the negligent acts, errors, mistakes, omissions, work or services of the Consultant, its agents, employees or subcontractors in the performance of this Agreement. Consultant'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 expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement including those by any person for whose negligent acts, errors, mistakes or omissions the Consultant 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.
10. **Records and Documents.** All calculations, designs, original ink on Mylar drawings, special provisions, survey notes, "Cad" files, and technical data resulting from this project shall be provided to and become the property of the City. However, the Consultant shall retain, and shall require each subcontractor to retain, copies of the same information relating to this Agreement for a period of five

years after completion of the work. A legible copy of any or all such records and documents shall be produced by the Consultant at the request and expense of the City.

11. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement without the City's prior written approval, nor shall the Consultant delegate any duty hereunder without the City's prior written approval.
12. **Claims and Disputes.** All claims, disputes, and matters in question between the City and Consultant arising out of this Agreement, which are not resolved to the satisfaction of either of the parties after having been submitted to the Public Works Director, will be decided by the City Manager upon their receipt of a demand for review. The demand for review shall be initiated by filing a written demand with the City Manager. The demand shall include the material previously filed with the Public Works Director, the written opinion of the Consultant in response thereto, and a concise statement of the alleged errors in the decision of the Public Works Director and the specific ground or grounds upon which the party contends they are entitled to relief. The decision of the City Manager shall be made within ten (10) calendar days of filing of the written demand. Failure to complete the review procedure specified herein shall be a complete bar to any legal action for any question which could have been submitted to the City for determination.
13. **Suspension and Termination by City:**
  - A. **Suspension.** City may, without cause, order the Consultant in writing to suspend, delay, or interrupt its performance in whole or part. An adjustment shall be made to the completion date and for any increase in the cost of performance resulting from the suspension, delay, or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed, or interrupted by another cause for which the Consultant is responsible.
  - B. **Termination for Cause.** City may terminate this Agreement for cause if the Consultant refuses or fails to supply enough properly skilled workers to perform this Agreement; fails to make required payments to subcontractors; fails to perform the work in a timely manner; disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, the City shall give the Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, the City may (without prejudice to any other rights or remedies it may have) terminate this Agreement and finish the work or cause it to be finished. If the unpaid balance of the Agreement exceeds the cost of finishing the work (including any expenses incurred by the City as a result of the Consultant's default), the Consultant shall be entitled to payment for its performance up to the amount of such excess. If the cost of finishing the work exceeds the unpaid balance, the

Consultant shall pay the difference to the City.

- C. Termination for Convenience.** City, by written notice to the Consultant, may terminate this Agreement in whole or part when, at the sole discretion of the City, it is in the City's best interests to do so. Consultant shall be paid for all material, equipment, and services provided, as well as reasonable termination expenses and a reasonable allowance for profit and overhead, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to the Consultant. Consultant shall not be entitled to profit and overhead on material, equipment, and services which were not provided.
- D. Consultant's Responsibilities.** Upon receipt of a termination notice, the Consultant shall (a) promptly discontinue all services (unless the notice directs otherwise), and (b) at the City's choice, deliver or otherwise make available to the City all data, design calculations, drawings, specifications, reports, estimates, summaries, and other information and materials developed or accumulated by the Consultant in performing this Agreement.
- 14. Termination by Consultant.** Consultant may terminate this Agreement upon written notice to **the** City if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of the Consultant or its agents, employees, or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Consultant may also terminate this Agreement, upon written notice and a ten-day opportunity to cure, if the City fails to fulfill its obligations or to make any payment within the time set forth in Section 6. Consultant may also terminate this Agreement upon written notice if suspensions, delays, or interruptions by the City equal in the aggregate more than 100% of the total number of days scheduled for completion.
- 15. Governing Law.** This Agreement shall be governed by the laws of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County), but only after the review procedure specified in Section 12. In the event that litigation arises regarding this agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.
- 16. Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
- 17. Non-Collusion.** The provisions of A.R.S. §38-511 are incorporated herein by this reference.

18. **One-Year Limitation on Actions.** No action shall be maintained by the Consultant on any claim based upon or arising out of this Agreement unless such action is commenced within one year after the City's final payment hereunder.
19. **Entire Agreement.** This Agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the City's Public Works Director is authorized to modify the Scope of Work, in writing, with the concurrence of the Consultant so long as the project is not changed substantially, or significant additional compensation is not required.
20. **Severability.** The provisions of this Agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.
21. **Notices.** All notices, invoices, and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:
- To Consultant: Erik Vliek  
H.W. Lochner, Inc.  
225 W Washington Street, 12<sup>th</sup> Floor  
Chicago, IL 60606  
800-353-3011  
evliek@hwlochner.com
- To City: William Kopp, PE, CFM  
Public Works Director  
City of Show Low  
180 N. 9th Street  
Show Low, AZ 85901  
(928) 532-4000 Fax: (928) 532-4009  
bkopp@showlowaz.gov
22. **Required Federal Clauses.** This Agreement is subject to all local, state and federal laws, rules and regulations, including the federal requirements set forth in Exhibit A.

**IN WITNESS WHEREOF,** the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

**CITY OF SHOW LOW**

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

ATTEST:

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

Approved As to Form:

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

H.W. Lochner, Inc.

By \_\_\_\_\_  
Erik Vliek, Business/Operations Manager

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.  
\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



# EXHIBIT A

## Exhibit A – Required Federal Clauses

- 1.1. Access to Records and Reports (Reference: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38).** The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the SPONSOR, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The CONSULTANT agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

- 1.2. Breach of Contract Terms (Reference: 2 CFR § 200 Appendix II(A)).** Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

SPONSOR will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. SPONSOR reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the SPONSOR elects to terminate the contract. The SPONSOR's notice will identify a specific date by which the CONSULTANT must correct the breach. SPONSOR may proceed with termination of the contract if the CONSULTANT fails to correct the breach by deadline indicated in the SPONSOR's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3. Civil Rights - General (Reference: 49 USC § 47123)**

**1.3.1. General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements**

**GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**1.3.2. Specific Clause that is used for General Contract Agreements**

The above provision binds the CONSULTANT and subcontractors from the bid solicitation period through the completion of the contract.

**1.3.3. Specific Clause that is used for Lease Agreements or Transfer Agreements**

If the CONSULTANT transfers its obligation to another, the transferee is obligated in the same manner as the CONSULTANT.

The above provision obligates the CONSULTANT for the period during which the property is owned, used or possessed by the CONSULTANT and the airport remains obligated to the Federal Aviation Administration.

- 1.4 Civil Rights - Title VI Assurances (49 USC § 47123, FAA Order 1400.11)**

- 1.4.1. Title VI Solicitation Notice.** The SPONSOR, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select 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 will not be discriminated against on the grounds of race, color, or national origin

(including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### **1.4.2. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### **1.4.3. Compliance with Nondiscrimination Requirements.** During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

- a. **Compliance with Regulations:** The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a CONSULTANT'S noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - 1. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
  - 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

- 1.5. **Clean Air and Water Pollution Control (Reference: 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq).** CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The CONSULTANT agrees to report any violation to the SPONSOR immediately upon discovery. The SPONSOR assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONSULTANT must include this requirement in all subcontracts that exceed \$150,000.

- 1.6. **Debarment and Suspension (Reference: 2 CFR part 180 (Subpart B), 2 CFR part 200 Appendix II(H), 2 CFR part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689)**

#### **1.6.1. Bidder or Offeror Certification**

##### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **1.6.2. Lower Tier Contract Certification**

##### **CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the PROJECT is not presently debarred or otherwise disqualified from participation in this federally- assisted PROJECT. The successful bidder will accomplish this by:

- a. Checking the System for Award Management at website: <http://www.sam.gov>
- b. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
- c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **1.7. Disadvantaged Business Enterprises (Reference: 49 CFR PART 26)**

##### **1.7.1 Solicitation Language (Solicitations that include a Contract Goal)**

###### **Bid Information Submitted as a matter of responsiveness:**

The SPONSOR's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed under (a)
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (a) to meet the SPONSOR's project goal; and
- e. If Bidder or Offeror cannot meet the advertised PROJECT DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

###### **Bid Information submitted as a matter of bidder responsibility:**

The SPONSOR's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening:

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed under (a)
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (a) to meet the SPONSOR's project goal; and
- f. If Bidder or Offeror cannot meet the advertised PROJECT DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**1.7.2. Solicitation Language (Race/Gender Neutral Means).** The requirements of 49 CFR part 26 apply to this contract. It is the policy of the SPONSOR, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The SPONSOR encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**1.7.3. Prime Contracts (Contracts covered by a DBE Program)**

**DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (49 CFR § 26.13)** – The CONSULTANT, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the SPONSOR deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR §26.29)** – The prime CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime CONSULTANT receives from the SPONSOR. The prime CONSULTANT agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f))** – The prime CONSULTANT must not terminate a DBE subcontractor listed in response to 7.7.1 (or an approved substitute DBE firm) without prior written consent of SPONSOR. This includes, but is not limited to, instances in which the prime CONSULTANT seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CONSULTANT obtains written consent from the SPONSOR. Unless SPONSOR consent is provided, the prime CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

SPONSOR may provide such written consent only if SPONSOR agrees, for reasons stated in the concurrence document, that the prime CONSULTANT has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to SPONSOR its request to terminate and/or substitute a DBE subcontractor, the prime CONSULTANT must give notice in writing to the DBE subcontractor, with a copy to SPONSOR, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime CONSULTANT must give the DBE five days to respond to the prime CONSULTANT's notice and advise SPONSOR and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why SPONSOR should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), SPONSOR may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**1.8. Distracted Driving (Reference: Executive Order 13513, DOT Order 3902.10)**

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the SPONSOR encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the PROJECT. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the PROJECT.

**1.9. Domestic Preferences for procurements (Reference: 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))**

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**1.10. Equal Employment Opportunity (EEO) (2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)**

**EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the CONSULTANT agrees as follows:

- (1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



- (3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.
- (4) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 1.11. Federal Fair Labor Standards Act (Federal Minimum Wage) (Reference: 29 USC § 201, et seq, 2 CFR § 200.430).** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- 1.12. Lobbying and Influencing Federal Employees (Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I) 49 CFR part 20, Appendix A)**

#### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

- 1.13. Occupational Safety and Health Act of 1970 (Reference: 20 CFR part 1910).** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- 1.14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200, Appendix II(K), 2 CFR § 200.216).** CONSULTANT and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].
- 1.15. Certification of Offeror/Bidder regarding Tax Delinquency and Felony Convictions (Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts, DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)**

#### **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FEDERAL CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

## **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **1.16. Termination of Contract (Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)**

#### **1.16.1. Termination for Convenience (Professional Services)**

The SPONSOR may, by written notice to the CONSULTANT, terminate this Agreement for its convenience and without cause or default on the part of CONSULTANT. Upon receipt of the notice of termination, except as explicitly directed by the SPONSOR, the CONSULTANT must immediately discontinue all services affected.

Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **1.16.2. Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. **Termination by SPONSOR:** The SPONSOR may terminate this Agreement in whole or in part, for the failure of the CONSULTANT to:

- (1) Perform the services within the time specified in this contract or by SPONSOR approved extension;
- (2) Make adequate progress so as to endanger satisfactory performance of the PROJECT;
- (3) Fulfill the obligations of the Agreement that are essential to the completion of the PROJECT.

Upon receipt of the notice of termination, the CONSULTANT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the SPONSOR determines the CONSULTANT was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the SPONSOR issued the termination for the convenience of the SPONSOR.

b. **Termination by CONSULTANT:** The CONSULTANT may terminate this Agreement in whole or in part, if the SPONSOR:

- (1) Defaults on its obligations under this Agreement;
- (2) Fails to make payment to the CONSULTANT in accordance with the terms of this Agreement;
- (3) Suspends the PROJECT for more than [180] days due to reasons beyond the control of the CONSULTANT.

Upon receipt of a notice of termination from the CONSULTANT, SPONSOR agrees to cooperate with CONSULTANT for the purpose of terminating the agreement or portion thereof, by mutual consent. If SPONSOR and CONSULTANT cannot reach mutual agreement on the termination settlement, the CONSULTANT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the SPONSOR's breach of the contract.

In the event of termination due to SPONSOR breach, the CONSULTANT is entitled to invoice SPONSOR and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the CONSULTANT through the effective date of termination action. SPONSOR agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause

#### **1.17. Trade Restriction Certification (Reference: 49 USC § 50104, 49 CFR Part 30)**

##### **TRADE RESTRICTION CERTIFICATION**

The by submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- (2) has not knowingly entered into any contract or subcontract for this PROJECT with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the PROJECT that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, USC § 1001.

The Offeror/CONSULTANT must provide immediate written notice to the SPONSOR if the Offeror/CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONSULTANT must require subconsultants provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- (3) who incorporates in the public works PROJECT any product of a foreign country on such USTR list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CONSULTANT or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

- 1.18. Veteran's Preference (Reference: 49 USC § 47112(c)).** In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

# EXHIBIT B

## Newspaper Ad:

### NOTICE TO AIRPORT CONSULTANTS

City of Show Low, AZ is soliciting Statements of Qualifications and Experience from consulting firms to provide professional airport engineering, and airport construction management services for the Show Low Regional Airport.

A complete copy of the Request for Statements of Qualifications and Experience may be obtained from:  
City of Show Low

Jacob Allen  
Airport Manager  
3150 E Airport Loop Road - Suite 100  
Show Low, Arizona 85901

Telephone (928) 532-4192, email [jallen@showlowaz.gov](mailto:jallen@showlowaz.gov)

DBE firms are encouraged to apply. All proposals received will be evaluated based on FAA Advisory Circular 150/5100-14E and on compliance with the request. This RFQ will be conducted in accordance with Arizona Revised Statutes 34, Chapters 1, 2, and 6.

Fees for individual projects will be negotiated as funding is obtained. Projects funded through FAA grants will be subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulations 49 CFR Part 26 (Disadvantaged Business Enterprise Participation) and to foreign trade restrictions.

The Consultant must supply all information required by the Request for Statements of Qualifications and Experience. The City reserves the right to waive any informality and minor irregularities in the submittals and select the Consultant deemed, in the opinion of the City to be in the best interest of the City and the airport.

Interested consultants are to submit eight (8) complete copies, one as an original copy, of the Statements of Qualifications and Experience, not to exceed 25 pages, by **Friday, July 19, 2024 at 2:00 p.m.** to the above address.

CITY OF SHOW LOW  
SHOW LOW REGIONAL AIRPORT

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS (RFQ)  
For  
A-0625 AIRPORT ENGINEERING SERVICES

**Statements Due: Friday, July 19, 2024 at 2:00 p.m.**

The CITY OF SHOW LOW, SHOW LOW REGIONAL AIRPORT, is seeking a qualified aviation consultant to provide airport consultant services to include engineering design and airport construction project management services for both AIP and non-federally funded projects. All work will be required to meet Federal Aviation Administration (FAA) Standards and Arizona Department of Transportation Multimodal Planning Division Aeronautics Group (ADOT) Standards. The City anticipates entering into a contract for on call services with the selected firm/team for a 5-year period.

Request for Qualifications packages are available by contacting the City of Show Low, Jacob Allen- Airport Manager, (928) 532-4192, or by email [jallen@showlowaz.gov](mailto:jallen@showlowaz.gov)

Statements of Qualifications must be received in a sealed envelope plainly marked "Statement Of Qualifications/ Airport Engineering Services." at the following address no later than **Friday, July 19, 2024 at 2:00 p.m.**

City of Show Low  
ATTN: Jacob Allen  
180 North 9<sup>th</sup> Street  
Show Low, Arizona 85901

**SUBMITTING INSTRUCTIONS**

Eight (8) bound copies, one as an original copy, of the Statements of Qualifications, not to exceed 25 pages in minimum 12 point font shall be submitted. Submittals must be in the actual possession at the location indicated above on or prior to the exact time and date indicated above. Statements of Qualifications submitted after the time and date specified herein will not be accepted. The City of Show Low reserves the right to accept or reject any or all Statements of Qualifications or to waive any irregularities or informalities therein. Any incomplete, false or misleading information provided by or through the Consultant shall be grounds for non-consideration. The City of Show Low is an equal opportunity employer.

The Consultant acknowledges that this solicitation is subject to Federal laws and regulations, including Federal Aviation Administration (FAA) regulations, rules, policies and Grant Assurances, specifically but not exclusively, 49 CFR 18 as outlined in FAA *Advisory Circular (AC) 150/5100-14D*, all relating to procurement of planning, architectural/engineering and consultant services. This RFQ will be conducted in accordance with Arizona Revised Statutes 34, Chapters 1, 2, and 6. The Consultant, with the submission of the Statement of Qualifications and Experience, accepts the responsibility for knowledge of, and compliance with, the guidelines and procedures stated within this noted documentation.

The City of Show Low reserves the right to make changes to this Request for Qualifications. Changes will be made by written addendum, which will be issued to those firms that have requested this Request for Qualifications and Experience, and firms shall acknowledge receipt of any addendums that may be necessary.

Questions regarding this RFQ must be submitted in writing to the Show Low Regional Airport Manager, Jacob Allen, at [jallen@showlowaz.gov](mailto:jallen@showlowaz.gov) no later than **Monday, July 8<sup>th</sup>, 2024 at 5:00 p.m.**



## CONSULTANT SERVICES

All work will be required to meet FAA Standards and the ADOT Multimodal Planning Department, Aeronautics Group Standards. Also, all work shall be accomplished in accordance with all Federal, State and Local guidelines, regulations including FAA Advisory Circulars, **The National Environmental Policy Act (NEPA)** and Arizona Environmental Statutes.

The airport consultant engineering type services include architectural, civil, geotechnical, structural, mechanical and electrical engineering. All work produced by the consultant (including but not limited to hard copies and electronic files) will be the property of the City of Show Low. Copyrights by the consultant will not be allowed. The basic services that will be required are the following:

1. Preliminary Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include:
  - a. Conferring with the City on project planning, requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
  - b. Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
  - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
  - d. Participation in annual ACIP meetings and preparation and submittal of all ACIP documents to ADOT and FAA including all related pre-application and application documents.
2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:
  - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering and special environmental studies.
  - c. Preparing necessary engineering reports and recommendations.
  - d. Preparing detailed plans, specifications and cost estimates.
  - e. Printing and providing necessary copies of engineering drawings, contract documents and specifications.
3. Construction Phase. This phase includes all activities to construct the project. Examples include:
  - a. Assisting the City in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
  - b. Onsite construction inspection and/or management involving the services of a part time or full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project.
  - c. Providing consultation and advice to the City during all phases of construction.
  - d. Representing the City at preconstruction conferences.
  - e. Inspecting work in progress periodically and providing appropriate reports to the City.
  - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
  - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
  - h. Preparing and negotiating change orders and supplemental agreements.
  - i. Observing or reviewing performance tests required by specifications.
  - j. Preparation of record drawings.
  - k. Determining amounts owed to contractors and assisting the City in the preparation of payment requests for amounts reimbursable from grant projects.
  - l. Making final inspection and submitting a report of the completed project to the City, FAA and ADOT.

4. Special Services. The development of planning projects may involve special activities or studies. Some examples of special services that might be employed for airport projects include:
  - a. Soils investigations, including core sampling, laboratory tests, related analyses and reports.
  - b. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
  - c. Land surveys and topographic maps.
  - d. Field and/or construction surveys.
  - e. Photogrammetry surveys.
  - f. Environmental studies and analyses.
  - g. Airport planning (Master Planning, project feasibility studies).
  - h. Expert witness testimony in litigation involving specific projects.
  - i. Public information and community involvement surveys, studies and activities.
  - j. Assisting the City in the preparation of necessary applications for local, State and Federal grants.
  - k. Preparation of DBE Plan/Goals, including bringing the City of Show Low current with all DBE requirements and maintaining currency.
  - l. Preparation of or updating the Airport Layout Plan and Master Plan.
  - m. Preparation of property maps.
  - n. Preparation of quality control plan.
  - o. Preparation of final reports.
  - p. Provide input to airport staff on refinement of ACM / EAP documents.
  - q. Review and make recommendations on maintenance of existing structures at the airport.
  - r. Make recommendation on airport improvements based on observations during on-site visits.
5. Operations: The RFQ's will also be evaluated on the firm's ability to provide airfield operations assistance, including, but not limited to, evaluation of FBO services, recommendations on airfield operational equipment, fueling and management/operations.
6. Travel reimbursement: The State of Arizona travel policy will be followed. The City of Show Low will only reimburse the consultant at a rate not to exceed that stated in the State travel policy. The travel policy can be found at: <http://www.gao.az.gov/travel/default.asp>

## **FUTURE PROJECTS**

The following projects may or may not be accomplished during the term of the agreement. The presence of a project on this list in no way guarantees funding of the project or that the project will be done, or that the project will be done by the consultant selected.

- Construct Two Large Helicopter Parking Pads (Construction Only)
- Construct S.E.A.T Apron
- Replace Signs for Runway 7/25
- Replace PAPIs and REILs for Runway 7/25
- Replace AWOS III P/T
- Relocate Windcone w/Segmented Circle
- Construct Runway 18/36 (Approx. 60 ft x 4,712 ft) with Edge Lighting and Signage
- Rehabilitate Taxiway A Edge Lighting and Signage
- Replace Airport Rotating Beacon and Tower
- Construct Taxiway D (Approx. 25 ft x 4,712 ft)
- Reconstruct Taxiway B (Approx. 35 ft x 750 ft)
- Acquire ARFF Truck (Index A)
- Reconstruct North Apron (Approx. 21,000 sy)
- Reconstruct Center Apron (Approx. 40,000 sy)
- Reconstruct Taxiway A4 (Approx. 1,270 ft x 50 ft)

## **FINANCING**

The City of Show Low will pursue funding from various sources for Airport Capital Improvement projects. Those projects funded through federal grants will be required to meet FAA Standards and the ADOT Multimodal Planning Department, Aeronautics Group Standards.

## **STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS and SELECTION PROCESS**

Firms will be screened based on evaluation of the following criteria. Each of the five criteria will have a maximum number of available points to be awarded which are shown in parentheses at the end of the criteria title. A total of 125 points are available. The Statement of Qualifications shall include at a minimum the following:

### **1. AVAILABLE RESOURCES TO COMPLETE THE PROJECT (INCLUDING EVALUATION OF ORGANIZATIONAL CHART)(25)**

The Consultant should describe the firm's current workload and its ability to complete these services in a timely manner.

- a. Submit a specific Organization chart of personnel to be assigned to the services together with the specific project tasks that will be performed by the designated individual.
- b. Are resources currently available to perform the work for this contract?
- c. List other ongoing projects.
- d. Describe the firm's internal measures that will ensure timely completion.
- e. Identify the person who is responsible for maintaining the schedule.
- f. Identify the firm's record for project completion and other recent clients.

### **2. FIRM EXPERIENCE ON SIMILAR PROJECTS (25)**

The Consultant should describe the firm's experiences in dealing with the various aspects that will be involved in these services.

- a. Identify the type and location of similar work performed which characterizes the work quality. List specific references that may be contacted.
- b. Knowledge of FAA and ADOT regulations, policies and procedures including grant administration.
- c. Describe your familiarity and understanding of the potential list of projects.
- d. Include information on engineering estimates from past projects.

### **3. QUALIFICATIONS OF THE FIRM (25)**

The Consultant should describe the firm's qualifications in regard to preparing studies, reports, plans, specifications, and estimates for civil engineering improvement projects. This section should list the key points of contact within the firm, and their individual and collective experiences in dealing with City staff.

- a. Describe the firm's management and organizational capabilities.
- b. What internal procedures and/or policies are associated or related to work quality and cost control.
- c. Describe internal quality and cost control measures and procedure.
- d. Demonstrate the firm's responsiveness to owner's concerns.
- e. Detail your firms and key personnel's experiences and relationships with the FAA Western Pacific Region and the Arizona Department of Transportation Multi Modal Planning Aeronautics Group.
- f. Current Liability Insurance.

### **4. EXPERIENCE AND QUALIFICATIONS OF THE TEAM (Including Project Manager and Project Engineer)(25)**

In this section, the Consultant should discuss the key members of the Project Team and their qualifications and experiences. In particular, the Project Manager and Project Engineer that make up the Project Team should be mentioned.

- a. Identify the backup project manager
- b. Team experience on similar projects.
- c. Time commitment of key team members.
- d. Unique qualifications of key members.
- e. Qualifications and relevant individual experience.

## 5. PAST PERFORMANCE (25)

Past performance shall be scored by the committee based upon all information from City Departments, Project Managers, outside agencies, and references provided by the consultant.

The City of Show Low will follow AC 150/5100-14E and Arizona Revised Statutes 34, Chapters 1, 2, and 6 for the procedures for the selection of consultants. The committee members may create a short list of at least three (3) interested consultants, unless otherwise determined by the City, based on the submitted documents. The committee may choose to conduct discussions with the short listed consultants regarding the submitted Statement of Qualifications and the anticipated Scope of Services or may choose to enter directly into contract negotiations with the highest qualified consultant as determined by the selection committee. If the City is unable to negotiate a fair and reasonable fee, the City will terminate the negotiations. The City may choose to begin negotiations with the next most qualified consultant from the short list or may choose to re-initiate the selection process. Negotiations for each project will take place separately based on a defined work order. Fees for individual projects will be negotiated as funding is obtained.

This contract is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulations 49 CFR Part 26 (Disadvantaged Business Enterprise Participation) and to foreign trade restrictions. DBE firms are encouraged to submit. The fees for each individual project will be negotiated with the consultant as funding is received for each project.

To be considered for these services, please provide eight (8) copies, one as an original copy of the information requested no later than **Friday, July 19, 2024 at 2:00 p.m.** Proposals should be submitted to the City of Show Low, ATTN: Jacob Allen, 180 North 9<sup>th</sup> Street, Show Low, Arizona 85901 in a sealed envelope plainly marked "Statement of Qualifications/ Airport Engineering and Planning Services". For additional information contact Show Low Regional Airport Manager, Jacob Allen [jallen@showlowaz.gov](mailto:jallen@showlowaz.gov).

## 6. SCHEDULE

- a. Questions regarding this RFQ must be submitted in writing to the Show Low Regional Airport Manager, Jacob Allen, at [jallen@showlowaz.gov](mailto:jallen@showlowaz.gov) no later than **Monday, July 8, 2024 at 5:00 p.m.**
- b. To be considered for these services, please provide eight (8) copies, one as an original copy of the information requested no later than **Friday, July 19, 2024 at 2:00 p.m.**
- c. Firms will be notified of the committee's short list on **Friday, July 26, 2024 by 5:00 p.m.**
- d. The committee will hold interviews with the short listed consultants. The tentative date for interviews is **Friday, August 2, 2024 between 8 am and 5 pm.**
- e. On **Tuesday August 20, 2024** the selection committee will submit to the Show Low City Council a recommendation to award for Engineering Services at the Show Low Regional Airport.

# EXHIBIT C

# LOCHNER

| Effective Date: 1/1/2024     |            |
|------------------------------|------------|
| TITLE                        | <u>FLR</u> |
| Principal                    | 326.03     |
| Project Manager              | 307.40     |
| Senior Design Engineer       | 304.29     |
| Senior Structural Engineer   | 288.77     |
| Senior Electrical Engineer   | 279.45     |
| Assistant Project Manager    | 263.93     |
| Senior Construction Observer | 242.19     |
| Senior Drafter/Designer      | 232.88     |
| Airport Planner              | 229.77     |
| Construction Observer (CA)   | 214.25     |
| Design Engineer              | 204.93     |
| Construction Observer        | 198.72     |
| Senior Drainage Engineer     | 189.41     |
| Environmental Scientist      | 186.30     |
| Design Technician            | 155.25     |
| Administrative Assistant     | 152.15     |
| Structural Design Engineer   | 142.83     |
| Engineer Intern              | 130.41     |
| Drainage Engineer Intern     | 111.78     |

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration to Rescind Lease Agreement with the General Services Administration and Approve Lease Amendment No. 3 for the Building Located at 3401 Airport Loop Road at Show Low Regional Airport (Jacob Allen)

**RECOMMENDATION**

I **MOVE** to rescind the lease agreement with the General Services Administration and approve Lease Amendment No. 3 for the building located at 3401 Airport Loop Road at Show Low Regional Airport and authorize the Mayor to sign associated documents.

**BACKGROUND**

On January 6, 2009, the General Services Administration (GSA) entered into a lease agreement with the City of Show Low to utilize the old airport terminal building located at 3401 East Airport Loop Road on behalf of the Bureau of Indian Affairs (BIA). The existing lease agreement expired on January 6, 2024. Since then, the lease has been in holdover status during the negotiations for a new long-term agreement.

The GSA drafted a new agreement to continue to lease the property for an additional 15 years, including a ten-year guarantee. The rental rates were negotiated based on the previous lease rates plus five-year average Consumer Price Index increases, which would increase the rate accordingly at five-year intervals. The lease agreement was approved by the City Council on April 18, 2024.

BIA has declined to sign the long-term agreement necessary to give GSA the required approval to sign the lease agreement that was approved by Show Low City Council. As such, GSA recommends moving forward with an amendment to the original lease agreement to extend the lease for three years but at the new rate approved in April.

Staff recommends rescinding the lease agreement that was approved on April 18, 2024, and approving Lease Amendment No. 3 for a three-year extension with GSA.

**ATTACHMENTS**

1. Lease Amendment No. 3
2. BIA Letter

**FISCAL IMPACT**

The Government shall pay the Lessor annual rent during the Extension Term, payable in monthly installments in arrears, at the following rates:  
Shell Rent \$18,684.90, Operating Rent \$2,000.04, = Total Rent \$20,684.94

|                                                                                                                                        |                              |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <p align="center"><b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b></p> <p align="center"><b>LEASE AMENDMENT</b></p> | LEASE AMENDMENT No. 3        |
|                                                                                                                                        | TO LEASE NO. GS-09B-LAZ02201 |
| ADDRESS OF PREMISES:<br>3401 E. Airport Loop<br>Show Low, AZ 85901                                                                     | PDN Number: N/A              |

**THIS AMENDMENT** is made and entered into between:

**City of Show Low**

whose address is: 180 N 9TH ST  
Show Low, AZ 85901-4751

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the Lease to extend the lease term of the lease for 36 months {24 months firm}.

Now, therefore, the parties for the consideration hereinafter mentioned agree that the Lease is amended, **effective upon execution by the Government** as follows:

- A. **Revised Lease Term; Extended Term.** The term of the Lease is expired on 1/5/2024 ("Lease Expiration Date"). The term of the lease is extended to 1/5/2027 ("Revised Lease Expiration Date") and, unless terminated earlier under the terms of this Lease, will expire on the Revised Lease Expiration Date. The period of time beginning on the day following the Lease Expiration Date and continuing through the Revised Lease Expiration is the "Extended Term."

This Lease Amendment contains 7 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



- B. The Government shall pay the Lessor annual rent during the Extension Term, payable in monthly installments in arrears, at the following rates:

| Rent Type      | Annual Amount |
|----------------|---------------|
| Shell Rent     | \$18,684.90   |
| Operating Rent | \$2,000.04    |
| Total Rent     | \$20,684.94   |

- C. Termination. The Government may terminate this lease in whole or in part after 1/5/2026 during the Extended Term by giving at least 30 days' prior notice in writing to the Lessor. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

- D. The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions" are hereby attached to and incorporated into the Lease

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOV'T

## **ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS**

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

**1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

*This clause is incorporated by reference.*

**2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)**

*This clause is incorporated by reference.*

**3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)**

(a) *Definitions.* As used in this clause—

*Covered article*, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community*, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (DEC 2023)  
Page 1

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (DEC 2023)  
Page 2

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
  - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
  - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.
- (5)
  - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
    - (A) Name of the product or service provided to the Government;
    - (B) Name of the covered article or source subject to a FASCSA order;
    - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
    - (D) Brand;
    - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
    - (F) Item description;
    - (G) Reason why the applicable covered article or the product or service is being provided or used;
  - (ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(c) *Notice and reporting requirement.*

- (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)
  - (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
  - (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
    - (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
    - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
  - (i) Within 3 business days from the date of such identification or notification:
    - (A) Contract number;
    - (B) Order number(s), if applicable;
    - (C) Name of the product or service provided to the Government or used during performance of the contract;
    - (D) Name of the covered article or source subject to a FASCSA order;
    - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
    - (F) Brand;
    - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

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(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_



8/12/2024

Sent via email to [aatencio@showlow.gov](mailto:aatencio@showlow.gov)

Anna Atencio  
City of Show Low  
180 N. 9<sup>th</sup> Street  
Show Low, AZ 85901  
[aatencio@showlowaz.gov](mailto:aatencio@showlowaz.gov)

Dear Ms. Atencio:

This letter is to inform you that BIA has declined to sign the occupancy agreement necessary to give GSA the required approval to sign the draft Lease that was previously approved by City of Show Low. GSA recommends moving forward with a 3-year extension of the existing lease given that the lease is currently holdover. An extension will not require a signed occupancy agreement from BIA.

Sincerely,

Brennen O'Donnell  
Lease Contracting Officer  
GSA, Public Buildings Service  
Real Estate Acquisition Division  
300 W. Congress St., Rm 2240  
Tucson, AZ 85701  
[brennen.odonnell@gsa.gov](mailto:brennen.odonnell@gsa.gov)