SHOW LOW CITY COUNCIL
Special Meeting – Tuesday, March 21, 2023

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 **Special Meeting** of the Show Low City Council will be held on Tuesday, March 21, 2023, at 5:30 p.m. at Show Low City Hall in the Heritage Conference Room, 180 North 9th Street, Show Low, Navajo County, Arizona.

1. Call to Order.

2. Roll Call.

3. **EXECUTIVE SESSION**.

   A. Confidentiality Statement.

   B. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of a public officer, appointee, or employee of any public body. Pursuant to A.R.S. Section 38-431.03(A)(1).

      (1) Interviews with Applicants for the Show Low Planning and Zoning Commission.

         5:30 p.m. Jeremy Schnepf
         5:40 p.m. Derik Whipple
         5:50 p.m. Dawn Wilson

      (2) Interviews with Applicants for the Show Low Parks and Recreation Advisory Committee.

         6:00 p.m. Laura Bittick
         6:10 p.m. Ken VanWinkle
         6:20 p.m. John C. Hannah

      (4) Interviews with Applicants for the Show Low Aviation Advisory Committee.

         6:30 p.m. John C. Hannah

      (5) Discussion of Potential Candidates for the Show Low Parks and Recreation Advisory Committee, Show Low Aviation Advisory Committee, and Show Low Planning and Zoning Commission.

4. **POST EXECUTIVE SESSION**.

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

5. Adjournment.

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.

____
Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on Friday, March 17, 2023.

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SHOW LOW CITY COUNCIL
Regular Meeting – Tuesday, March 21, 2023

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, March 21, 2023, at 7:00 p.m. 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. **SPECIAL EVENTS**:

   A. Presentation by Navajo County Sheriff's Office.

7. **CONSENT CALENDAR**:

   A. Consideration of Acceptance of East Huning Sidewalk and Drainage Improvements, City of Show Low Project No. R-4022. (Shane Hemesath)

   B. Consideration of Noncommercial Ground Lease with D'Plane LLC and Termination of Noncommercial Ground Lease with TNLC, L.L.C. at Show Low Regional Airport. (Jacob Allen)

   C. Consideration of Approval of Data Access/Exchange Agreement with Arizona Department of Transportation. (Brad Provost)

D. Consideration of Approval of New National Opioid Settlements. (Anna Atencio)

E. Consideration of Resolution No. R2023-08 Approving and Authorizing Intergovernmental Collection Agreement with Arizona Game and Fish Department for Sharing Costs Associated with Americans with Disabilities Act accessibility upgrades to Show Low Lake Boat Ramp. (Anna Atencio)

F. Consideration of Minutes of Show Low City Council meetings:
(1) Regular Meeting of March 7, 2023.

8. **NEW BUSINESS**:

A. Consideration of Appointment of Planning and Zoning Commission Members. (Rachael Hall)

B. Consideration of Appointment of Parks and Recreation Advisory Committee Members. (Rachael Hall)

C. Consideration of Appointment of Aviation Advisory Committee Members. (Rachael Hall)

D. Consideration of Appointment of Board of Adjustment Members. (Rachael Hall)

E. Consideration of Award of Construction Contract for Show Low Communications Facility Renovations, City of Show Low Project No. FM-2023. (Bill Kopp)

F. Consideration of Award of Construction Contract for Show Low Lake Americans with Disabilities Act Boat Ramp Improvements, City of Show Low Project No. FM-0653. (Bill Kopp)

9. **SUMMARY OF CURRENT EVENTS**:

A. Council Members
B. Mayor
C. City Manager

10. **SCHEDULING OF MEETINGS**:

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

11. **ADJOURNMENT**.

<u>**SCHEDULED MEETINGS/EVENTS**</u>:

03/21/23	7:00 PM	CITY COUNCIL – REGULAR MEETING
03/28/23	7:00 PM	P&Z COMMISSION – REGULAR MEETING

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

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

____
Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on Friday, March 17, 2023.

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CC MTG DATE: 03/21/23
ITEM: 7-A

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Acceptance of East Huning Sidewalk and Drainage Improvements, City of Show Low Project No. R-4022 (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the East Huning Sidewalk and Drainage Improvements, City of Show Low Project No. R-4022, with a final cost of $573,650.00, release the retainage, and initiate the two-year warranty period.

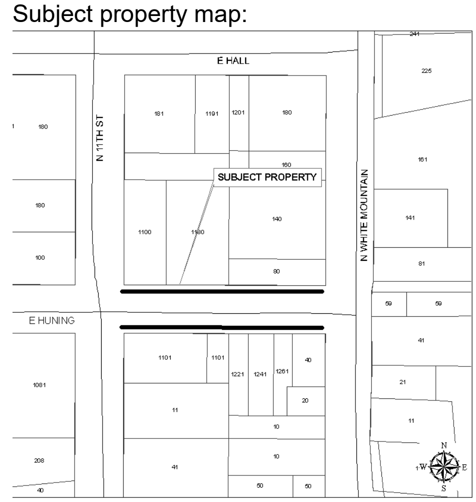
BACKGROUND

At its regular meeting on August 16, 2022, the Show Low City Council awarded a construction contract to Navapache Construction LLC in an amount not to exceed $573,650.00 for the East Huning Sidewalk and Drainage Improvement project. The scope of work included installing curb, gutter, six-foot sidewalk, Americans with Disabilities ramps, driveways, conduits for future decorative lighting and landscaping, and required drainage facilities along East Huning from 11th Street to White Mountain Road.

The improvements to East Huning have been completed for a final project cost of $573,650.00. The City received $222,780.00 in grant funds from the Community Development Block Grant (CDBG) Program for the project.

Staff recommends accepting East Huning Sidewalk and Drainage Improvements, City of Show Low Project No. R-4022, with a final cost of $573,650.00, releasing the retainage, and initiating the two-year warranty period.

Subject property map:



FISCAL IMPACT

Anticipated cost: $573,650.00
Funding source (account no.): Sidewalk Between 11th and White Mountain Road - CDBG (22-610-495-7300-2200/5002200)


E HALL
N 11TH ST
SUBJECT PROPERTY
N WHITE MOUNTAIN
E HUNING
N
W
E
S

CC MTG DATE: 3/21/23
ITEM: 7-B

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Noncommercial Ground Lease with D'Plane LLC, and Termination of Noncommercial Ground Lease with TNLC, L.L.C., at Show Low Regional Airport (Jacob Allen)

RECOMMENDATION

I **MOVE** to approve a noncommercial ground lease with D'Plane LLC and terminate the noncommercial ground lease with TNLC, L.L.C. at Show Low Regional Airport and authorize the Mayor to sign the documents on behalf of the City.

BACKGROUND

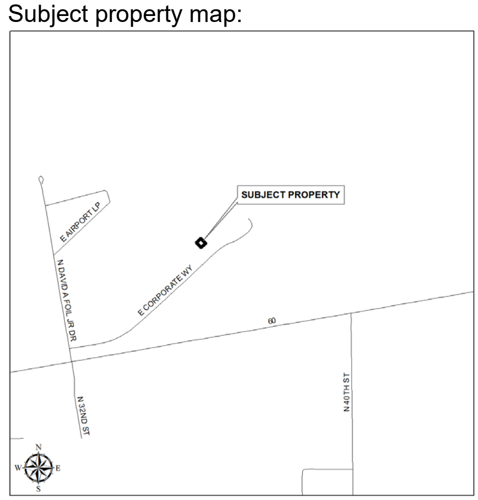
TNLC L.L.C. entered into a non-commercial lease agreement with the City of Show Low on September 5, 2006, via a second addendum to the original noncommercial ground lease (dated May 1, 2000) with Jim Brockmeier for the hangar building located at 3540 Corporate Way #A at the Show Low Regional Airport.

D'Plane LLC will be purchasing the hangar building and has requested a new noncommercial ground lease per the airport ground lease policy. As a result of this purchase, the current noncommercial ground lease with TNLC, L.L.C. will need to be terminated to allow the new owners to enter a new noncommercial ground lease.

The terms and conditions of the new lease agreement include the new annual lease rate of \$0.335 per square foot for 3,500 square feet or \$1,172.50 per year plus tax, insurance, and applicable monthly user fees. The agreement includes an annual Consumer Price Index (CPI) increase. D'Plane LLC is responsible for paying all utility costs. The length of the agreement is 25 years beginning March 21, 2023, with the option to extend the agreement for five additional five-year periods at an increased rate for a total lease period of 49 years.

Staff recommends approving the noncommercial ground lease with D'Plane LLC, terminating the noncommercial ground lease with TNLC, L.L.C., and authorizing the Mayor to sign the documents on behalf of the City.

Subject property map:



Attachments:
None

FISCAL IMPACT

Anticipated revenue: \$150.00 one-time reassignment fee plus \$1,172.50 per year ground lease (plus taxes), subject to increases stipulated in the lease.

SUBJECT PROPERTY
E AIRPORT LP
N DAVID A FOIL JR DR
E CORPORATE WY
60
N 32ND ST
N 40TH ST
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E
S

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Approval of Data Access/Exchange Agreement with Arizona Department of Transportation (Brad Provost)

RECOMMENDATION

I **MOVE** to approve the Data Access/Exchange Agreement allowing the Show Low Police Department to share electronic crash data with the Arizona Department of Transportation and authorize the Mayor to sign the agreement and other related documents on behalf of the City.

BACKGROUND

In October 2011, the City of Show Low entered into an agreement with the Traffic Records Section of the Arizona Department of Transportation (ADOT), Intermodal Transportation Division, to allow free connectivity to an electronic database. The database provides information regarding crash reports and data that is useful for Show Low's police officers and investigations.

The term of the original agreement was extended several times, finally expiring on November 10, 2022.

The new agreement with ADOT (ADOT File No: 23-0009060-I) remains essentially the same as in previous years. It is for a term of five years, with three five-year extensions by amendment to the agreement.

No cost requirements are associated with this agreement, and either party may cancel the agreement with 30 days written notice.

Attachments:
Data Access/Exchange Agreement

DATA ACCESS / EXCHANGE AGREEMENT

ADOT File No:	**23-0009060-I**
Date:	
Name of Department:	Show Low Police Department
Doing Business As:	
Business Address:	411 E Deuce of Clubs, Show Low, AZ 85901
Mailing Address:	411 E Deuce of Clubs, Show Low, AZ 85901
Telephone Number:	928.537.0884

Show Low Police Department (AGENCY) hereby requests authorization for connectivity to the Arizona Department of Transportation's (ADOT or State) (check all that apply):

☒ ALISS Database to submit electronic crash records.

☐ ALISS Database to access and retrieve crash data.

☒ ACIS to query, analyze and retrieve crash data.

ADOT is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 28-363 and § 28-401.

Show Low Police Department (AGENCY) is authorized to enter into this Agreement pursuant to A.R.S. § 48-572.

The AGENCY (as defined below) hereby requests authorization for connectivity to the ALISS Database and/or AIDW ACIS of the Arizona Department of Transportation, Transportation Systems Management and Operations Division (TSMO). The AGENCY's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the AGENCY and ADOT.

The AGENCY understands and agrees that it shall only access the ALISS Database and/or the AIDW ACIS in accordance with the terms and conditions set forth herein. If at any time ADOT believes the AGENCY is using such access in an unauthorized or unlawful manner, ADOT reserves the right, in its sole discretion, to immediately terminate this Agreement.

This Agreement complies with GITA Statewide Standard P740-S741, Standard 4.7.3.

Definitions

“ACIS” means the Arizona Crash Information System.

“ADOT” means the Arizona Department of Transportation.

“AGENCY” means **Show Low Police Department.**

“Agreement” means this Data Access Exchange Agreement.

“ALISS” means the Accident Location, Identification and Surveillance System.

“Authorized individuals” means those persons who are employed or contracted by AGENCY to perform the activities authorized hereunder.

“Connectivity” means to make and/or maintain a computer connection with ADOT for the purpose of performing the activities authorized under this Agreement.

“Encrypt” means to scramble computerized information to secure data by using special algorithms for transmission or other purposes.

“Parties” means ADOT and the AGENCY, collectively.

“Party” means ADOT or the AGENCY, as the case may be.

“Personal Information” means information that identifies an individual, including without limitation an individual's name, photograph, social security number, driver license number, physical description, race, ethnic origin, sexual orientation, income, blood type, DNA code, fingerprints, marital status, religion, home address, home telephone number, education, financial matters, and medical or employment history readily identifiable to a specific individual but does not include information on vehicular accidents, driving violations, and driver's status.

“RACF” means Resource Access Control Facility, which is a software security product that protects information by controlling access to it.

“Secure location” means an area designated specifically for authorized individuals to access ADOT’s database(s) and to which all unauthorized individuals shall be prohibited from entering.

“Sensitive Information” means any state information either in detail or aggregate that may be prejudicial or harmful to the state and its citizens.

Location of Activities

AGENCY may conduct authorized activities only at those locations which have been pre-approved by ADOT such as their place of business that adheres to the other guidelines outlined in this Agreement. ADOT reserves the right, in its sole discretion, to disapprove of location.

Equipment

AGENCY shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of ADOT, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

AGENCY shall provide a secure location for all computer equipment used to access ADOT's database(s).

AGENCY shall provide access to ADOT's ALISS Database and/or ACIS only to AGENCY personnel or contractors who are authorized individuals, and to no one else. If at any time ADOT believes that an authorized individual is using such access inappropriately, ADOT reserves the right to immediately terminate that individual's database access and/or to terminate AGENCY authorization under this Agreement.

AGENCY shall comply with all ADOT policies, procedures and directives regarding security and database access, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as AGENCY.

AGENCY must disclose and obtain ADOT approval of any existing and/or contemplated strategic alliances, partnerships, Intergovernmental Agreements or subcontracting arrangements that AGENCY has or will enter into which involve the processing and/or use of ADOT data acquired pursuant to this Agreement.

AGENCY, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of ADOT, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any personal or sensitive information which is connected or otherwise associated with or accessed pursuant to this Agreement, either during the term of this Agreement or subsequent to any termination of this Agreement.

AGENCY shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

AGENCY shall not utilize its computer connections with ADOT for any purpose other than the purpose(s) specified in the Addendum to this Agreement.

Network Security

AGENCY understands and agrees that any and all personal or sensitive information that it stores or transmits over external or public computer networks, such as the Internet, must be encrypted.

AGENCY computers that are permanently or intermittently connected to internal computer networks must have an ADOT approved, password-based, access control system in order to access ADOT's database(s). This requirement applies to computers with direct connections to data centers, as well as AGENCY "wide area network." Regardless of the network connections, all AGENCY computers which are used to access ADOT information must employ approved, password-based, access control systems.

All in-bound connections to AGENCY computers from external networks must also be protected. All access control systems must utilize user-identifications (i.e. RACF ID's) and passwords unique to each user, as well as user-privilege restriction mechanisms. Password sharing is prohibited.

Non-exclusivity

This Agreement shall not preclude ADOT from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as AGENCY.

Notification

AGENCY shall assign a contact person for problem resolution and notification of procedural changes. AGENCY shall advise ADOT within two business days of any change in its designated contact person. All notices or demands upon either Party shall be in writing and an original shall be delivered electronically, in person, or sent by mail, addressed as follows:

To ADOT at:

ADOT Crash Records Section
Custodian of State Crash Records
1615 W. Jackson Street, Mail Drop 064R
Phoenix, AZ 85007
Fax: 602.712.3488
Email: AZCrashFacts@azdot.gov

To AGENCY at:

Show Low Police Department
ATTN: Brad Provost
411 E Deuce of Clubs
Show Low, AZ 85901
928.537.0084
bprovost@showlowaz.gov

Records

The AGENCY shall maintain a log or register of all ADOT records it requests and all ADOT records it obtains by virtue of the access provided herein. The AGENCY shall retain this log or register either manually or electronically for a period of five years after the date of request and receipt of the records. All other books, papers, records, data, and accounting records relating to this Agreement ("Records") shall be maintained by AGENCY for a period of five years, or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule. The Records shall be subject to inspection and audit by ADOT for five years after termination or completion of this Agreement. The Records shall be produced at the offices designated by ADOT.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with ADOT, except for data retrieved pursuant to this Agreement.

Compliance

AGENCY shall comply with all of the terms set forth in this Agreement, together with all applicable state statutes, rules, and regulations. AGENCY shall also comply with all relevant ADOT policies, procedures and directives that ADOT provides to AGENCY throughout the course of this Agreement. All AGENCY subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of AGENCY.

Non-compliance

If AGENCY fails to comply with the terms of this Agreement, or with any applicable law, rule or regulation, ADOT reserves the right to take any remedial action that it deems necessary and appropriate, including without limitation the suspension, cancellation, revocation, or termination of this Agreement. In case of a violation of law, the Agreement shall immediately terminate.

Amendment and Modification of Agreement

AGENCY shall review and approve in writing any modification of the Agreement. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement. AGENCY may submit a written request to ADOT if there are any changes it desires be made to the Agreement, and such a request shall be approved or denied at ADOT's sole discretion.

Termination

Either Party may terminate this Agreement for convenience or cause upon 30 days prior written notice to the other Party. Upon any termination of this Agreement, AGENCY shall, at ADOT's request, remove and deliver to TSMO all electronic data stored on any electronic storage devices and shall immediately return all other data and information received in connection herewith to ADOT.

Waiver/Severability

AGENCY agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Duration

This Agreement shall commence upon approval by the Division Director and execution by both Parties, and shall thereafter continue in effect for a term of five years, unless previously terminated or canceled as provided herein. Prior to expiration of this five year period, the Parties may mutually agree to extend the term of the Agreement for three, five-year extensions by entering into an amendment to this Agreement.

Liability

The AGENCY shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the AGENCY, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The AGENCY's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation shall apply to any negligence of the AGENCY which may be legally imputed to the State by virtue of this Agreement or the State's ownership of the databases. The AGENCY's obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability

ADOT (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; (c) assumes no liability for any errors or omissions within the Data Access Exchange. Parties hereby waive, relinquish, and release the State of Arizona and ADOT from any claim for damage or injury arising from any use of the Data Access Exchange or any information derived from it.

Mandatory Provisions for Arizona State Agencies

None of the provisions of the Agreement may be waived, changed of altered except with the mutual written consent of both Parties.

Except as permitted by law and provided by this Agreement, ADOT is not authorized to indemnify the AGENCY.

The AGENCY acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

This Agreement shall be governed by and construed in accordance with Arizona laws.

This Agreement may be cancelled in accordance with A.R.S. § 38-511.

This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

Non-Availability of Funds: Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and A.R.S. 35-394.

The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

Joint Venture: Except as otherwise provided by law, in the performance of duties and activities under this Agreement, the Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall remain responsible for the supervision of their respective staff and students and shall maintain adequate insurance coverage as required by law.

AGENCY assigns to ADOT any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to AGENCY toward fulfillment of this Agreement.

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Certification

On behalf of AGENCY identified below, the undersigned hereby request approval of this Agreement. The undersigned certifies that all of the information set forth herein by AGENCY is true and accurate, and that any records or information obtained from ADOT's database(s) and system(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. The undersigned further certifies that the undersigned have the authority to execute this Agreement on behalf of AGENCY. The undersigned understands that the AGENCY must abide by the provisions of this Agreement if approved by the Division Director and executed by both Parties.

SHOW LOW POLICE DEPARTMENT

By ______________________________ on ___________
BRAD PROVOST Date
Chief of Police

FOR ADOT USE ONLY

Received by ______________________________ on ___________.
TIMOTHY JORDAN Date
AzTraCS Program Coordinator

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by **Show Low Police Department** pursuant to this Agreement (including the attached Addendum) is hereby approved.

ARIZONA DEPARTMENT OF TRANSPORTATION
Transportation Systems Management and Operations

By ______________________________ on ___________
BRENT A. CAIN, PE Date
Division Director

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to A.R.S. §§28-401 et seq. and with GITA Statewide Standard P740-S741, Standard 4.7.3, as part of the foregoing Data Access / Exchange Agreement between the Arizona Department of Transportation (ADOT) and the **Show Low Police Department** (AGENCY).

Subject to ADOT's right to terminate as set forth in this Agreement:

I. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ALISS Database via approved direct program-to-program interactions over an approved persistent connection and to thereby submit electronic crash records information contained in such databases according to the terms and conditions stated in this Agreement. Electronic crash records shall be submitted no more than once per day.

II. ADOT <~~grants~~/does not grant> AGENCY authorization to access its ALISS Database via an approved secure gateway and with two-factor authentication to retrieve pertinent crash records data including vehicle information according to the terms and conditions stated in this Agreement.

III. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ACIS via an approved secure gateway and with user identifications and passwords unique to each user to run queries and retrieve crash data strictly for the purposes of safety analysis and in accordance with the terms and conditions stated in this Agreement. Data query and retrieval may be done on an as-needed basis.

The foregoing Agreement and Addendum are mutually agreed to:

SHOW LOW POLICE DEPARTMENT

By ____________________________ on __________
BRAD PROVOST Date
Chief of Police

ARIZONA DEPARTMENT OF TRANSPORTATION
Transportation Systems Management and Operations

By ____________________________ on __________
BRENT A. CAIN, PE Date
Division Director

CC MTG DATE: 03/21/23
ITEM: 7-D

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Approval of New National Opioid Settlements (Anna Atencio)

RECOMMENDATION

I **MOVE** to approve the City of Show Low entering into the New National Opioid Settlements pursuant to the One Arizona Opioid Settlement Memorandum of Understanding, authorizing the Mayor to sign said agreements.

BACKGROUND

Due to the opioid epidemic, in 2020, the State, including Show Low, entered into the One Arizona Opioid Settlement Memorandum of Understanding to jointly approach settlement negotiations with the pharmaceutical supply chain participants.

Pursuant to the Memorandum of Understanding, the City previously joined settlements against McKesson, Cardinal, Amerisource, and J&J/Janssen.

There are five new proposed national opioid settlements reached with Teva, Allergan, CVS, Walgreens, and Walmart.

The amount of the settlements will be determined by the number of participants in the settlements.

Staff recommends approving the New National Opioid Settlements pursuant to the One Arizona Opioid Settlement Memorandum of Understanding.

Attachments:
Subdivision and Special District Settlement Participation Forms for Teva, Allergan, CVS, Walgreens, and Walmart

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Show Low city, AZ
Reference Number: CL-382958

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Arizona is participating in the following settlements:

- Teva
- Allergan
- CVS
- Walgreens
- Walmart

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Leslie Cooper (Leslie.Cooper@azag.gov) or Jane Fallon (Jane.Fallon@azag.gov) at the Arizona Attorney General's Office.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity: Show Low city	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Show Low city	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Show Low city	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Show Low city	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Show Low city	State: AZ
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Resolution No. R2023-08 Approving and Authorizing Intergovernmental Collection Agreement with Arizona Game and Fish Department for Sharing Costs Associated with Americans with Disabilities Act accessibility upgrades to Show Low Lake Boat Ramp (Anna Atencio)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2023-08 approving and authorizing an Intergovernmental Collection Agreement between the Arizona Game and Fish Department and the City of Show Low for the Americans with Disabilities Act accessibility upgrades to the Show Low Lake Boat Ramp and authorizing the Mayor to sign said agreement.

BACKGROUND

In 2013 the City of Show Low and the Arizona Game and Fish Department entered into a License Agreement (HAB-13-0419) for public recreation, fish and wildlife management, and operation and maintenance of Show Low Lake.

The City and the Arizona Game and Fish Commission recognize and encourage a continued commitment to making accessibility upgrades to the Show Low Lake boat ramp consistent with the Americans with Disabilities Act (“ADA”).

The Collection Agreement sets forth the sharing of costs associated with the construction of the ADA accessible boat ramp. The City of Show Low has initiated the bid process for the ADA accessibility upgrades. The lowest bid was received by LB&D, LLC at $217,891.50. The Arizona Game and Fish Department will pay 75% of the cost, and the City will pay 25%, in an amount not to exceed $217,891.50.

The costs associated with the project are budgeted in the City fiscal year 2023 Capital Improvements Plan.

Staff recommends approving the Collection Agreement with the Arizona Game and Fish Department for the construction of ADA accessible boat ramp improvements at Show Low Lake.

Attachments:
Resolution No. R2023-08
Collection Agreement

CITY OF SHOW LOW RESOLUTION NO. R2023-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL COLLECTION AGREEMENT WITH THE ARIZONA GAME AND FISH DEPARTMENT FOR SHARING COSTS ASSOCIATED WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY UPGRADES TO THE SHOW LOW LAKE BOAT RAMP

RECITALS:

WHEREAS, the City of Show Low is empowered by A.R.S. 11-951 et seq. to enter into this agreement with the Arizona Game and Fish Department, and

WHEREAS, the Arizona Game and Fish Department of the State of Arizona, under the authority of the Arizona Game and Fish Commission, is empowered by A.R.S. § 17-231(B)(7) to enter into this Agreement with the City of Show Low, and

WHEREAS, the Commission has primary statewide responsibility for management actions related to fish and wildlife with the State of Arizona, and the City of Show Low has authority to manage Show Low Lake as provided for under A.R.S. § 9-494, and

WHEREAS, the Commission and the City of Show entered into a License Agreement (HAB-13-0419) in 2013 for public recreation, fish and wildlife management, and operation and maintenance of Show Low Lake, and

WHEREAS, the Commission and the City of Show recognize and encourage a continued commitment to making accessibility upgrades to the Show Low Lake boat ramp consistent with the Americans with Disabilities Act (“ADA”).

WHEREAS, making said ADA accessibility upgrades to the Show Low Lake boat ramp is consistent with the existing License Agreement (HAB-13-0419), Terms and Conditions 1. (A), (F), and (G).

WHEREAS, the City of Show Low has initiated the bid process for the ADA accessibility upgrades. The lowest bid was received by LB&D, LLC at $217,891.50.

ENACTMENT:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby approve a Collection Agreement with the Arizona Game and Fish Department agreeing to share the construction costs of the ADA accessibility upgrades of the Show Low Lake boat ramp, whereby the Arizona Game and Fish Department shall pay 75% and the City of Show Low shall pay 25% of the total cost of ADA accessibility upgrades. The total cost will not exceed $217,891.50.

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

PASSED AND ADOPTED this 21st day of March, 2023, by the Mayor and Council of the City of Show Low, Arizona.

____
John Leech, Jr., Mayor

ATTEST:

____
Rachael Hall, Deputy City Clerk

APPROVED AS TO FORM:

____
Anna M. Atencio, City Attorney

	Land and Water Program **Arizona Game and Fish Department** **5000 West Carefree Highway** **Phoenix, Arizona 85086**
	Agreement Number: HAB-23-xxxx
	Property Name: Show Low Lake **Property Location: Sec. 10 – T09N, R22E**

COLLECTION AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH DEPARTMENT AND THE CITY OF SHOW LOW

This Collection Agreement ("Agreement") is entered into between the Arizona Game and Fish Department, hereinafter termed "Department" and the City of Show Low, Arizona, a political subdivision of the State of Arizona, hereinafter referred to as the "City" pursuant to the May 21, 2013, License Agreement (HAB-13-0419) between the Arizona Game and Fish Commission ("Commission") and the City of Show Low.

Recitals

WHEREAS, the Department acts under the authority of the Commission and is authorized to enter into this Agreement pursuant to A.R.S. § 17-231(B)(7), and

WHEREAS, the City has authority to enter into this Agreement under A.R.S. §11-951, et seq., and

WHEREAS, the Commission has primary statewide responsibility for management actions related to fish and wildlife within the State of Arizona, and the City has authority to manage Show Low Lake as provided for under A.R.S. § 9-494, and

WHEREAS, the Department acts under the authority of the Commission, and

WHEREAS, the Commission, through a Quit Claim Deed and Right of Way, acquired approximately eight (8) acres of real estate situated at Show Lake, Arizona for the purposes of fish, wildlife, public recreation, and related purposes, and hereafter referred to as the "subject property",

WHEREAS, Phelps Dodge Corporation has transferred its realty interest surrounding Show Low Lake to the City, and the City currently manages a campground adjacent to the subject property, and

WHEREAS, the City manages the subject property, in conjunction with the adjacent campground, and

WHEREAS, the Parties agree that the uses set forth in these recitals are in furtherance of the public interest, and

WHEREAS, the Parties have entered into a License Agreement (HAB-13-0419) in 2013 for public recreation, fish and wildlife management, and operation and maintenance of the subject property, and

WHEREAS, the Parties recognize and encourage a continued commitment to make accessibility upgrades to the Show Low Lake boat ramp consistent with the Americans with Disabilities Act ("ADA"). The work includes, but is not limited to, removals of existing asphalt, curb, sidewalk, and trees, installation of new curb, sidewalk, asphalt pavement, ramps, handrail, and incidentals required to provide a complete and functioning project ("Project"), as described in Exhibit A-Project Description.

WHEREAS, said Project is consistent with the existing License Agreement (HAB-13-0419), Terms and Conditions 1. (A), (F) and (G).

WHEREAS, the City has initiated the bid process for said Project. The lowest bid was received by LB&D, LLC ("Contractor") at $217,891.50.

NOW THEREFORE, it is the understanding of the Parties that:

The Parties agree to the construction of the said ADA accessibility upgrades as set forth in Exhibit A-Project Description, whereby the Department shall pay 75% of the total cost of said Project and the City shall pay 25% of the total cost of said Project. The total cost of said Project shall not exceed $217,891.50. The City shall pay the Contractor monthly, incremental payments based upon the percentage of completion of said Project until the Project is complete. The Department shall reimburse the City 75% of the total cost of the Project in the same monthly, incremental payments. The Department shall reimburse the monthly, incremental payments within 30 days of written notice by the City of said monthly, incremental payment.

1. <u>Terms and Conditions</u>.

   A. The City shall be responsible for the routine operation, maintenance and repair of the subject property, including all public facilities and amenities, and for maintaining the property in a manner conducive to safe use by the public, and in a condition that does not devalue the property. Any large capital improvements will be the responsibility of the Department and will be coordinated as outlined in paragraphs F and G below. Any repairs to capital improvements requiring immediate attention will be conveyed in writing to the Pinetop Regional Supervisor for immediate attention. The City, or its assignee, is authorized to take all steps necessary to protect the public, including closing any areas, amenities or facilities of concern.

   B. The City may contract with an on-site concessionaire for routine operation and maintenance of the subject property. The City will be responsible for supervising the concessionaire and all of its operations and property management functions at the subject property. The contract with a concessionaire shall be expressly subject to the terms and conditions of this agreement, and the termination of this agreement shall terminate the concessionaire contract, unless the parties agree otherwise.

C. The City will operate and maintain the subject property and Show Low Lake area in accordance with the City of Show Low City Code; Chapter 17, Parks and Recreation.

D. The Department is authorized to enforce Arizona Revised Statutes, titles 5, 13 and 17 and Commission rules, as necessary in the Show Low Lake area.

E. The Department and the City shall meet annually to review overall operation of recreational services and activities provided at the subject property and to develop appropriate management strategies for the area. The Department will be represented by the Department's Region I Supervisor and other necessary Department personnel.

F. The Department will coordinate with the City to identify and prioritize periodic maintenance or capital improvements to public parking areas, public restrooms and boat launch ramp/dock located on the subject property. The Department will, in its discretion, contribute funds and development assistance to identified capital improvement projects, provided funds are lawfully appropriated or allocated.

G. The Department retains authority to approve any improvements that occur on the subject property. Both parties agree to review and evaluate any such proposed improvements during the annual coordination meetings. All improvements on the Property become the property of the Commission. "Improvements" for the purpose of this Agreement mean anything permanent in character which is the result of labor or capital expended by either Party on the subject property-.

H. The Department and the City shall meet annually and agree upon authorized public use of the property. At a minimum, day-use public access, and vehicle access for the purposes of fishing and boating shall be permitted on a 24-hour basis.

2. <u>Effective Date and Duration.</u> This Agreement is effective as of the last signature date and shall expire when the Project is completed and functional.

3. <u>Termination Generally.</u> Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease.

4. <u>Termination of Realty Interest</u>. In the event the Commission's interest in the property is terminated prior to the expiration of this Agreement, then this Agreement is automatically terminated along with any and all of the Commission's liabilities or obligations hereunder, provided, however, that a voluntary sale of the property by the Commission shall be subject to this Agreement and the provisions contained herein.

5. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

6. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

7. Notices. Notices to or demand upon either party hereto by the other party pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) **If intended for Commission, to:**
Director
Arizona Game and Fish Department
Attn: Development Branch Chief
5000 West Carefree Highway
Phoenix, Arizona 85086

(b) **If intended for the City, to:**
Show Low City Manager

180 N. 9th Street
Show Low, Arizona 85901

Or to such other address as either party may from time to time furnish in writing to the other party by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt.

8. Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") arising out of bodily injury of any person (including death), or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused or alleged to be caused, in whole or in part, by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

9. Environmental Indemnity. The City shall indemnify, defend, save and hold harmless the Commission, Department, and State of Arizona, from and against all liability, and costs, including attorneys' fees and court costs arising out of or related to release or threatened release of any regulated, hazardous or toxic substance or pollutant under any applicable federal, state or local environmental law or regulation arising out of their use or occupancy of the property after the Effective Date of this Agreement; or (b) any release or threatened release of any such substance or pollutant in, on, under or from the property that is caused, in whole or in part, by any conduct, actions or negligence of the Licensee or its shareholders, employees or agents. This indemnity shall include, without limitation, claims or damages

arising out of any and all violations of environmental laws, regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnities. This indemnity shall survive the expiration or termination of this Agreement.

10. Substances or Pollutants. For the purposes of this Agreement, the terms "substances or pollutants", shall include substances or pollutants defined as "regulated substances", "hazardous waste", "hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Oil Pollution Act and relevant local and state environmental laws.

11. Reclamation. Prior to the termination or expiration of this Agreement or any renewal period, The City shall reclaim the Property by removing all regulated substances. In addition, reclamation shall include, but not be limited to, removal of all waste and debris deposited by The City. The City shall be responsible for any damages to the Property from the existence of any regulated substance or damages resulting from removal, treatment, storage, disposition, mitigation, clean-up or remedying of any regulated substance. The City's obligations under this section shall survive the termination or expiration of the Agreement.

12. Insurance requirements. The City shall procure and maintain for the duration of the Agreement, insurance or provide certification of self-insurance against claims for injury to persons or damage to property that may arise from or in connection with this License. The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the City from liabilities that might arise out of this Agreement. The City is free to purchase such additional insurance as the City determines necessary.

    A. Minimum scope and limits of insurance. The City shall provide coverage with limits of liability not less than those stated below.

        1. Commercial General Liability – Occurrence Form
        Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Damage to Rented Premises	$ 500,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, *agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement.* Such additional insured shall be covered to the full limits of liability purchased by the City, even if those limits of liability are in excess of those required by this Agreement.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from Agreement.

2. Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City, involving automobiles owned, leased, hired or borrowed by the City." Such additional insured shall be covered to the full limits of liability purchased by the City, even if those limits of liability are in excess of those required by this Agreement.

b. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. This requirement shall not apply to: Separately, EACH City or subcontractor exempt under A.R.S. § 23-901, AND when City or its subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. <u>Additional insurance requirements</u>. The policies shall include, or be endorsed to include, the following provisions:

1. The City's policies shall stipulate that the insurance afforded the City shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2. Coverage provided by the City shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

   All policies of insurance shall be endorsed to include the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds Such additional insureds shall be covered to the full limits of liability purchased by the City, even if those limits of liability are in excess of those required by this Agreement.

3. All policies of insurance shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees. Insurance coverages shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. Notice of cancellation. Except for a (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. Acceptability of insurers. The City's insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the City from potential insurer insolvency.

E. Verification of coverage. Unless the City certifies that it self-insures, the City shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by an authorized representative.

   All certificates and endorsements are to be received and approved by the State of Arizona before the Agreement term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

   All certificates required by this Agreement shall be sent directly to the Department. The State of Arizona, Department, agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time.

F. Approval: Any modification or variation from the *insurance requirements* in this License shall be made by the Department in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment but may be made by administrative action.

G. Notification of change in policy status. The City shall immediately notify the Department of any cancellation, termination or material alteration of any policy of insurance required by this Agreement. Any notices of cancellation, termination or alteration shall be sent directly to the Department in accordance with the Notices provision of this Agreement. Notwithstanding any other provision of this Agreement, failure to maintain the required minimum scope or limits of coverage required by this Agreement is grounds for immediate termination of this Agreement by the Commission.

13. Cultural Resources. Pursuant to A.R.S. §§ 41-841, 41- 842, 41-844, 41-861, 41-862, and 41-863, the City, its agents, contractors, guests, or invitees shall not excavate or collect any prehistoric or historic archeological object without a permit from the Director of the Arizona State Museum, and shall report to the Department and Arizona State Museum any archaeological or paleontological site or object that is discovered on lands whose use by the City, or its guests or invitees, is authorized under this Agreement and immediately cease land-disturbing activities.

14. Native Plants. The City, its agents, contractors, guests, or invitees shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Property, and then only with the prior written approval of the Department. If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Agreement, the City must previously acquire the written permission of the Arizona Commission of Agriculture and Horticulture to remove those plants.

15. Strict Performance. It is agreed and understood that failure of the Commission to require strict performance of the terms, covenants, agreements, and conditions of this Agreement shall not constitute a waiver or relinquishment of the right of the Commission to strictly enforce such terms, covenants, or conditions which shall, at all times, continue in full force and effect.

16. Non-discrimination. In carrying out the terms of this agreement, the Parties agree to comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

17. Illegal Immigration. The Parties agree to comply; with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration laws by State Employees and Contractors," the provisions of which are hereby incorporated by reference.

18. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

19. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

20. Records Retention. In accordance with A.R.S. § 41-151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for six (6) years after completion of this Agreement.

21. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.

22. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

23. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in party only by mutual written consent executed by the Parties.

24. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

25. Illegal Immigration. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

26. Clause Numbers and Headings. Clause numbers and headings are for convenience only and are not to be construed as part of this Agreement.

APPROVED:

ARIZONA GAME AND FISH DEPARTMENT

By: ________________________________ Date: ________________

Jennifer Stewart, Assistant Director
Support Services Division
Arizona Game and Fish Department

APPROVED:

CITY OF SHOW LOW, ARIZONA

By:________________________________ Date: ________________

John Leech, Mayor

ATTESTED:

CITY OF SHOW LOW, ARIZONA

By:________________________________ Date:________________

Rachel Hall, City Clerk

APPROVED AS TO FORM:

By:________________________________

Anna M. Atencio, City Attorney

EXHIBIT A – Project Description

Renovate the Show Low Lake boating facility by performing the following. Removal of asphalt, curb, sidewalk, trees, soils and rock as needed to reconstruct an accessible parking area with accessible walkway from the upper parking lot to the boat launch area. The development will conform to the plans provided by the Department which were designed by Painted Sky Engineering, sealed 5-25-22. Tasks associated with this project include:
Clearing and grubbing
Earthwork
Removals
Grading
Aggregate Base placement
Concrete Paving
Concrete Sidewalk
Concrete curb
Handrail
Striping
Asphalt paving
and incidentals required to provide a complete and functioning project

MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, MARCH 07, 2023, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA

1. Call to Order.

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

2. Roll Call.

   COUNCIL MEMBERS PRESENT: Mayor Leech, Vice Mayor Kakavas, Councilman Adams, Councilman Clark, Councilman Allsop, and Councilman Judd.

   COUNCIL MEMBERS ABSENT: Councilman Hatch.

   STAFF MEMBERS PRESENT: Morgan Brown, City Manager; Anna Atencio, City Attorney; Greg Westover, Police Commander; Bill Kopp, Public Works Director; Jay Brimhall, Community Services Director; Kathy Clements, Assistant City Clerk; and Rachael Hall, City Clerk.

   GUESTS: Gordan Terracina and others.

3. Invocation.

   Councilman Judd gave the invocation.

4. Pledge of Allegiance.

   Mayor Leech 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.

   Gordan Terracina, 861 North 33rd Avenue, said he wanted to inform the Council members that suspected underage drivers were driving around his neighborhood on dirt bikes, quads, four-wheelers, and go-karts, creating an unsafe environment.

Mr. Terracina said he contacted the Show Low Police Department numerous times and provided an address where the suspected underage drivers lived. The police responded and spoke with the residents. However, the activity continued. Mr. Terracina said he was concerned that someone would get hurt and that this behavior must be stopped.

Mayor Leech asked Mr. Brown to have the police department drive through the neighborhood more frequently.

6. **CONSENT CALENDAR**:

A. Consideration of Minutes of Show Low City Council meetings:
(1) Regular Meeting of February 21, 2023.

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

7. **NEW BUSINESS**:

A. Consideration of Acceptance of Grant Funds from Arizona Department of Forestry and Fire Management for the Healthy Forest Initiative Grant and Authorization of Associated Budget Transfers (Jay Brimhall)

Mr. Brimhall said that in the Spring of 2022, the Arizona Department of Forestry and Fire Management (DFFM) solicited proposals from Arizona municipal and county government agencies to promote forest health for fire prevention, critical infrastructure protection, and forest and watershed restoration through the reduction of hazardous vegetation.

Mr. Brimhall said staff applied for and received funds from DFFM in the Fall of 2022 for five properties in Show Low that were densely wooded and needed fuels reduction. The properties were City Park (public, City of Show Low), Menhennett (private, between Lowes and the Circle K along White Mountain Road west of Wal-Mart, east of Wal-Mart and Home Depot), White Mountain Vacation Village (private, east along White Mountain Road behind Tractor Supply), North Woolford Road property (private, behind the Speedway and Horne used automobile lot), and Bison Preserve (private, north of State Route 260 between City Park and Bison Retreat). Maps for each property were included with the presentation.

Mr. Brimhall said priority was given to roadway frontage acreage; however, staff expected more acreage covered than just frontage thinning due to economies of scale.

Mr. Brimhall said staff asked property owners if they were willing to participate in and financially support the City by contributing a 20% match for the fuel abatement of their properties. Each landowner agreed, including the City as one of the recipients.

Mr. Brimhall said landowners would select the low bid from at least three contractors for the work and would pay their entire bill directly to the contractor. The landowners would submit their paid invoices to the City, which would reimburse 80% of the landowners' paid bill. After which, the City would request reimbursement from DFFM for 80% of the total project costs.

Mr. Brimhall said staff recommended accepting the grant funds for the Healthy Forest Initiative from Arizona Department of Forestry and Fire Management in the amount of $182,000.00 and authorizing the associated budget transfers.

COUNCILMAN CLARK MOVED TO ACCEPT GRANT FUNDS FOR FROM ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FOR THE HEALTHY FOREST INITIATIVE GRANT IN THE AMOUNT OF $182,000.00 AND AUTHORIZE ASSOCIATED BUDGET TRANSFERS; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, AND JUDD VOTING IN FAVOR.

B. Consideration of Award of Construction Contract for Show Low Public Restroom Americans with Disabilities Act Upgrades, City of Show Low Project No. FM-1922B **(**Bill Kopp)

Mr. Kopp said the City of Show Low applied for and was awarded a Community Development Block Grant program grant to rebuild public restrooms to meet Americans with Disabilities Act (ADA) requirements.

Mr. Kopp said this project included remodeling three public restrooms to comply with the Americans with Disabilities Act. The restrooms were located at the "Senior" and "Ponderosa" ballfields at Show Low City Park and in the City Gym at 760 East McNeil. Each restroom had separate men's and women's facilities. The improvements included new stainless-steel plumbing fixtures, partitions, wallboard, paint, re-finishing concrete floors, lighting, doors, windows, paper and soap product dispensers, and other necessary appurtenances. The scope included the necessary demolition and disposal of generated waste materials. The project also included connections to existing power, water, and sewer services. In-slab plumbing would be reconfigured in some areas. Schematic plans were provided in the bid packet for each facility. These plans were prepared for the purpose of illustrating the general layout, materials, and dimensions. The selected contractor would be responsible for preparing permittable plans for the construction.

Mr. Kopp said the request for proposals was advertised per statutory requirements, and only one bid was received. The proposal was evaluated based on cost, value, and experience. The proposal was well within the grant amount, and staff had worked on several successful projects with the contractor.

Contractor	Total Bid
LD&B, LLC	$255,000.00

Mr. Kopp said staff recommended awarding the construction contract for Show Low Public Restroom Americans with Disabilities Act Upgrades Project No. FM-1922B, to LD&B, LLC, in an amount not to exceed $255,000.00.

Councilman Allsop asked when the construction would start. Mr. Kopp said the contractor should begin work next week when the ground should be drier.

Councilman Clark asked if LD&B, LLC was the contractor that did the restrooms by the basketball courts and the little league field. Mr. Kopp said yes, LD&B, LLC did the work on those restrooms.

Mayor Leech asked if the restrooms were structurally sound. Mr. Kopp said yes that structurally they were fine.

COUNCILMAN ALLSOP MOVED TO AWARD THE CONSTRUCTION CONTRACT FOR SHOW LOW PUBLIC RESTROOM AMERICANS WITH DISABILITIES ACT UPGRADES, CITY OF SHOW LOW PROJECT NO. FM-1922B TO LD&B, LLC IN AN AMOUNT NOT TO EXCEED $255,000.00; SECONDED BY VICE MAYOR KAKAVAS; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, AND JUDD VOTING IN FAVOR.

C. Consideration of Resolution No. R2023-07 Approving and Authorizing Intergovernmental Agreement with Navajo County Regarding Funds from One Arizona Plan Opioid Settlement (Anna Atencio)

Ms. Atencio said the people of the State of Arizona, including Show Low, had been harmed by the opioid epidemic caused by entities within the Pharmaceutical Supply Chain. The State of Arizona and certain other participating local governments had joined in litigation seeking to hold the pharmaceutical supply chain participants accountable for the damage they caused.

Ms. Atencio said, in 2020, the State, including Show Low, entered into the One Arizona Opioid Settlement Memorandum of Understanding ("MOU") to jointly approach settlement negotiations with the pharmaceutical supply chain participants.

Ms. Atencio said the MOU created a plan for distributing certain settlement proceeds between the State, Counties, and Municipalities throughout the State of Arizona that had or may come from ongoing multi-state litigation in the federal courts related to the ongoing opioid crisis. The MOU provided detailed information about how the "One Arizona Plan" settlement proceeds could be utilized. The MOU provided detailed reporting requirements for documenting how settlement monies were utilized once received by the recipient jurisdictions and to monitor compliance.

Ms. Atencio said the MOU allowed for coordination and cooperation between Navajo County and the municipalities located therein in determining how the resources received as a result of the One Arizona Plan must be utilized to benefit the residents of the County and municipalities to remediate the impact of opioids in their respective regions.

Ms. Atencio said the Cities of Show Low, Holbrook, Winslow, and the Towns of Snowflake, Taylor, Pinetop-Lakeside, and Navajo County sought to act jointly and cooperatively consistent with their independent authority to create the Navajo County Opioid Settlement Steering Committee that would coordinate with the Navajo County Public Health Services District in identifying priorities and projects to remediate the opioid crisis throughout Navajo County on non-tribal lands, as set forth in the Intergovernmental Agreement for the Use of Opioid Settlement Proceeds Pursuant to the One Arizona Plan.

Ms. Atencio said staff believed the mutual coordination and cooperation regarding the use of opioid settlement proceeds was in the best interests of the citizens of Show Low and desired to centralize reporting requirements to relieve the City reporting separately to the County Health Department.

Ms. Atencio said staff recommended approving and authorizing the Intergovernmental Agreement for the Use of Opioid Settlement Proceeds Pursuant to the One Arizona Plan.

COUNCILMAN JUDD MOVED TO ADOPT RESOLUTION NO. R2023-07 APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN NAVAJO COUNTY AND THE CITIES AND TOWNS OF HOLBROOK, WINSLOW, SNOWFLAKE, TAYLOR, PINETOP-LAKESIDE, AND SHOW LOW REGARDING THE DISTRIBUTION OF FUNDS OF THE ONE ARIZONA OPIOID SETTLEMENT; SECONDED BY VICE MAYOR KAKAVAS; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, AND JUDD VOTING IN FAVOR.

8. **SUMMARY OF CURRENT EVENTS**:

A. Council Members

Councilman Allsop congratulated the Show Low High School girls' basketball team for making it to the State Championship and thanked Public Works Department for all the work they did this winter.

B. Mayor

Mayor Leech congratulated the Show Low High School girls' basketball team for an awesome job.

C. City Manager

Mr. Brown said the recreation department was making plans for the upcoming Spring Play Days, which would be held during spring break, March 13 through 16, for kids ages 5 to 11.

Mr. Brown said the Turn of the Card Community Center was hosting the "Famous Pat's Place St. Patrick Special" luncheon on March 17. Tickets could be purchased at the Community Center.

9. **SCHEDULING OF MEETINGS**:

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

Mr. Brown said a special meeting would be scheduled for the Council to interview the applicants for the vacancies on the Parks and Recreation Advisory Committee, Board of Adjustment, Planning and Zoning Commission, and Aviation Advisory Committee. The meeting would be held on March 21.

10. **EXECUTIVE SESSION**.

A. Confidentiality Statement.

B. Discussion or consultation with the attorney or attorneys of the public body for legal advice or to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation. Pursuant to A.R.S. Sections 38-431.03(A)(3) and 38-431.03(A)(4).

(1) Northeastern Arizona Community Resource Network, Inc. Lease Agreement.

C. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law. Pursuant to A.R.S. Section 38-431.03(A)(2).

(1) Executive Session Minutes of January 17, 2023.

11. **POST EXECUTIVE SESSION.**

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

A. Consideration of Approval of the Minutes of the Executive Session of the Show Low City Council Held on January 17, 2023.

VICE MAYOR KAKAVAS MOVED TO APPROVE THE MINUTES OF THE EXECUTIVE SESSIONS OF THE SHOW LOW CITY COUNCIL HELD ON JANUARY 17, 2023; SECONDED BY COUNCILMAN CLARK; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, CLARK, ALLSOP, AND JUDD VOTING IN FAVOR.

12. **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 MARCH 07, 2023, AT 7:42 P.M.**

ATTEST: APPROVED:

_______________________________ _______________________________
Rachael Hall, City Clerk John Leech, Jr., Mayor

T:\docs\cc03072023

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 February 21, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ______ day of __________________, 20___.

(SEAL)

____
Rachael Hall, City Clerk

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Appointment of Planning and Zoning Commission Members (Rachael Hall)

RECOMMENDATION

I **MOVE** to appoint (state four individuals' names) to the Show Low Planning and Zoning Commission for terms expiring March 2027.

BACKGROUND

The terms of four Planning and Zoning Commission members will expire at the end of March. Staff contacted the incumbents to gauge their interest in reapplying, and two incumbents, Gentry Hatch and Jodi Whitehead, submitted applications.

Per policy, City staff advertised the vacancies and received three applications from Jeremy Schnepf, Derik Whipple, and Dawn Wilson. The Council will interview the new applicants on March 21, prior to the regular meeting.

Attached is a list of the five applicants. Council members will mark their four choices on the questionnaire for individuals they wish to appoint. After the Clerk tallies the results and indicates the four individuals with the most votes, a formal motion may be made based on the results. Council members' voices will be reflected in the minutes.

Attachments:
Questionnaire

Council member’s name: ______________________

SHOW LOW PLANNING AND ZONING COMMISSION

Four Vacancies – Terms expire March 2027

Please Select Four (4) Applicants

________ **Gentry Hatch**

________ **Jeremy Schnepf**

________ **Derik Whipple**

________ **Jodi Whitehead**

________ **Dawn Wilson**

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Appointment of Parks and Recreation Advisory Committee Members (Rachael Hall)

RECOMMENDATION

I **MOVE** to appoint (state two names) to the Show Low Parks and Recreation Advisory Committee for terms ending March 2027.

BACKGROUND

The terms of two Parks and Recreation Advisory Committee members, Kristina Lewis and Joel Weeks, will expire at the end of March. Staff contacted the incumbents to gauge their interest in reapplying and one incumbent, Joel Weeks submitted an application.

Per policy, City staff advertised the two vacancies. Staff received applications from four individuals: Laura Bittick, Michael Dalessandri, John C. Hannah, and Ken VanWinkle. The Council will interview the applicants on March 21, prior to the regular meeting.

Attached is a list of the five applicants. Council members will mark their choices for the two individuals they wish to appoint. After the Clerk tallies the results and indicates the two individuals with the most votes, a formal motion may be made based on the results. The votes will be reflected in the minutes.

Attachments:
Questionnaire

Council member's name: ______________________

SHOW LOW PARKS AND RECREATION ADVISORY COMMITTEE

Two Vacancies – Terms expire March 2027

Please Select Two (2) Applicants

________ **Laura Bittick**

________ **Michael Dalessandri**

________ **John C. Hannah**

________ **Ken VanWinkle**

________ **Joels Weeks**

CC MTG DATE: 03/21/23
ITEM: 8-C

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Appointment of Aviation Advisory Committee Members (Rachael Hall)

RECOMMENDATION

I **MOVE** to appoint (state two individuals' names) to the Show Low Aviation Advisory Committee for terms expiring March 2027.

BACKGROUND

The terms of two members of the five-member Aviation Advisory Committee will expire at the end of March. Staff contacted the incumbents to gauge their interest in reapplying and both incumbents, Louis Booker and Gary Winslow submitted applications.

Per policy, staff advertised the vacancies and received one new application from a resident. The Council will interview the applicants on March 21 prior to the regular meeting.

Resolution No. R2017-04, approved by the Council in February 2017, outlines the requirements for the Aviation Advisory Committee. This resolution stipulates that all committee members must reside in Navajo County with a majority living within the Show Low city limits. In addition, <u>the Council's preference, though not a requirement, is that at least two pilots serve on the committee</u>.

The chart below shows the residency and pilot/non-pilot status of the three applicants:

Name	Resident	Non-Resident	Pilot	Non-pilot
Louis Booker		X	X	
John C. Hannah	X			X
Gary Winslow	X		X	

Of the current standing committee members, Tom Cedarblade is a resident and a pilot, Bruce Ironside is a resident and a non-pilot, and Roger Williams is a resident and a pilot. <u>Therefore, the committee's residency requirement is currently being met.</u>

Attached is a list of the three applicants. Council members will mark two choices for individuals they wish to appoint. After the Clerk tallies the results and indicates the two individuals with the most votes, a formal motion may be made based on the results. The votes will be reflected in the minutes.

Attachments:
Questionnaire

Council member's name: ______________________

SHOW LOW AVIATION ADVISORY COMMITTEE

Two Vacancies – Terms expire March 2027

Please Select Two (2) Applicants

_______ **Louis Booker**

_______ **John C. Hannah**

_______ **Gary Winslow**

CC MTG DATE: 03/21/23
ITEM: 8-D

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Appointment of Board of Adjustment Members (Rachael Hall)

RECOMMENDATION

I **MOVE** to appoint Michael Gibson, Bill Johnson, and James Zimmerman to the Show Low Board of Adjustment for terms ending March 2027.

BACKGROUND

The terms of three Board of Adjustment members will expire at the end of March. All three seats are four-year terms. Staff contacted the incumbents to gauge their interest in reapplying and all three incumbents, Michael Gibson, Bill Johnson, and James Zimmerman submitted an application.

Per policy, City staff advertised the vacancies and did not receive any applications from new applicants.

Staff recommends appointing Michael Gibson, Bill Johnson, and James Zimmerman to the Show Low Board of Adjustment for terms ending March 2027.

Attachments:
None

CC MTG DATE: 03/21/23
ITEM: 8-E

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Award of Construction Contract for Show Low Police Communications Facility Renovations, City of Show Low Project No. FM-2023. (Bill Kopp)

RECOMMENDATION

I **MOVE** to award the construction contract for Show Low Police Communications Facility Renovations, City of Show Low Project No. FM-2023, to LD&B LLC in an amount not to exceed $996,633.66.

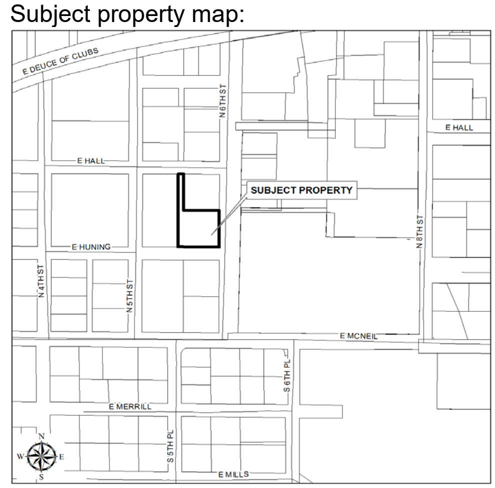
BACKGROUND

The City's fiscal year 2022 Capital Improvement Plan budget includes funding for the renovation of the former Show Low police station to house an expanded dispatch and communications facility. The building is located at 150 North 6th Street. The expansion will accommodate additional dispatch consoles to increase the capacity of the City's capabilities as we move toward combining these services to provide regional coverage.

A request for bids was prepared by City engineering staff and advertised per statutory requirements. Four bids were received. The results are as follows:

LD&B LLC	$ 996,633.66
Restore Pro, Inc.	$1,164,000.00
Edge Construction, LLC	$1,418,000.00
Pointe Companies	$1,746,111.00

Subject property map:



Staff recommends awarding the construction contract for Show Low Police Communications Facility Renovations, City of Show Low Project No. FM-2023., to LD&B LLC in an amount not to exceed $996,633.66.

Attachments:
Contractor's Schedule of values

FISCAL IMPACT

Anticipated cost: $996,633.66
Funding source (account no.): PD Dispatch Relocation (11-455-495-7300-1922/4551922)

4. BIDDER will complete the Work for the following price(s):

BID SCHEDULE[A] **Show Low Communications Renovation** **Show Low, Arizona** **Project Number: FM-2023** Company Name: LD&B LLC				**City of Show Low** **180 N. 9th Street** **Show Low, Arizona** **85901**
Description	Quantity	Unit Cost		Total Price
Complete project per plans and specifications	1			
			Grand Total	$ 996,633.66
Grand Total in Written Words Nine Hundred Ninety Six Thousand Six Hundred Thirty Three dollars and 66/100				

[A] The Contractor's Total Bid is based upon the schedule of values and allowances. If there is an error in the Total Bid or other computed totals by the bidder it shall be changed and the schedule of value amounts shall govern. The written word amounts shall take precedence over the figure amounts. Prices shall include all costs for the required labor, equipment, and materials, and unit prices will also include all applicable Federal, State, County, and local taxes. [B] Quantities are not guaranteed. Final payment will be based on actual quantities. If the required quantities of the items listed above are increased or decreased by Change Order, the adjustment unit prices set forth above shall apply to such increased or decreased quantities unless the change is greater than 25 percent at which point the unit prices may be renegotiated.

[B] The contractor's Bid shall include a detailed schedule of values on the form provided in Section 8 below. The schedule of values will be used for calculating progress payments based on percentage complete for each line item.
The building permit and utility connection fees will be waived by the City.

***NOTE: All bid prices and extended bid prices shall include ALL applicable taxes.**

TOTAL BID: Nine Hundred Ninety Six Thousand Six Hundred Thirty Three Dollars 66/100
(Words)

TOTAL BID: $ 996,633.66
(Numerals)

Bidder: LD&B LLC

8. Schedule of Values

ITEM	**COST**
Demolition	
Site Utilities	
Concrete	
Roofing	
Millwork	
Doors/Frames/Hardware	
Aluminum Storefront	
Gypsum Board Assemblies	
Painting	
Acoustical Ceilings	
Flooring	
Specialties	
Mechanical	
Plumbing	
Electrical	
Fire Alarm	
A/V Technology	
General Conditions	
Insurance	
Fee/OH	
Bond	
TOTAL	

See next page!

LD&B, LLC.

PO Box 269 Show Low AZ 85902
Letner Design & Build
www.ld-b.com

Show Low Communications Facility Renovations
Project # FM-2023
Schedule of Values:

City of Show Low
March 14, 2023
Below is a list of items INCLUDED in this Proposal based on the plans and specification provided the City of Show Low including Addendum #1, 2 and 3

• Demo Concrete Floor for Plumbing	$7,072.50
• Site Utilities	$4,025.00
• Pour Inside Concrete Floor	$4,025.00
• Roofing	$4,025.00
• Millwork including lockers	$58,075.00
• Doors/Frames/Hardware	$52,756.25
• Aluminum Storefront	$19,550.00
• Gypsum Board Assemblies	$31,021.25
• Painting	$22,425.00
• Acoustical Ceilings	$48,300.00
• Flooring and Showers	$97,750.00
• Specialties	$5,750.00
• Mechanical	$138,000.00
• Plumbing	$46,000.00
• Electrical	$132,250.00
• Fire Alarm	$25,300.00
• A/V Technology	$23,000.00
• Metal Stud Framing and Labor	$57,040.00
• Structural Steel Allowance	$3,000.00
• Window Shades	$2,875.00
• Plywood Walls in Data Room	$1,725.00
• Kitchen Appliances	$6,325.00
• Bathroom Accessories and Labor	$11,586.25
• Provide all necessary equipment and tools and consumables.	$7,475.00
• Site Cleanup, Dumpsters, Porta Pottie etc	$15,151.25
• Overhead and General Conditions	$96,755.50
• Bid, Performance and Payment Bonds	$29,450.00
• Sales Tax	$45,925.66

The Not to Exceed Estimate Total is: $996,633.66

This Proposal is assuming that all work will be performed in a continuous manner. Any deviations from the above estimate will result in a Change Order per mutual agreement between both parties.

Note: this is not a contract document and is for bid purposes only.

Below is a list of items **NOT INCLUDED** in this proposal:

- If Existing sewer connection is not low enough a grinder pump will be needed.
- Landscaping
- Building Furniture or equipment
- Building Permits or Impact Fees
- Course of Construction Insurance

If you have any questions, please feel free to contact me at any time.

Respectfully,

Jacob Letner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CC MTG DATE: 03/21/23
ITEM: 8-F

CITY OF SHOW LOW
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Award of Construction Contract for Show Low Lake Americans with Disabilities Act Improvements, City of Show Low Project No. FM-0623 (Bill Kopp)

RECOMMENDATION

I **MOVE** to award the construction contract for Show Low Lake Americans with Disabilities Act Improvements, City of Show Low Project No. FM-0623 to LD&B LLC in an amount not to exceed $217,891.50.

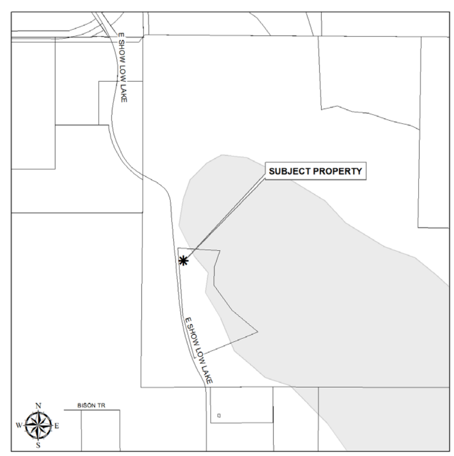
BACKGROUND

The City of Show Low is proposing a joint project with the Arizona Game and Fish Department (AZGFD) to construct accessibility upgrades for the boat ramp at Show Low Lake**.** The project will be 75% funded by AZGFD and 25% by the City of Show Low. The project is located at Show Low Lake Park, 3300 E Show Low Lake Road, Show Low, Arizona. The work includes, but not limited to, removals of existing asphalt, curb, sidewalk, and trees, installation of new curb, sidewalk, asphalt pavement, ramps, handrail, and incidentals required to provide a complete and functioning project.

A request for bids was prepared by City engineering staff and advertised per statutory requirements. Three bids were received. The results are as follows:

LD&B LLC	$217,891.50
Conco Concrete Specialists LLC	$235,413.96
Navapache Construction	$237,109.30

Subject property map:



Staff recommends awarding the construction contract for Show Low Lake Americans with Disabilities Act Improvements, City of Show Low Project No. FM-0623 to LD&B LLC in an amount not to exceed $217,891.50.

Attachments:
Bid tabulation

FISCAL IMPACT

Anticipated cost: $217,891.50
Funding source (account no.): Game and Fish IGA, SL Lake ADA Access (11-402-490-6430-0309)

Project Name: Show Low Lake ADA Improvements Project No. FM-0623
Bid Opening February 1, 2023 @ 4:00 PM
Bid Tabulation Sheet

	BID SCHEDULE A			LD&B, LLC	1	Navapache Construction	2	Conco Concrete Specialists, LLC	3
Item	Description	Unit	No. of Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	$3,500.00	$3,500.00	$5,571.50	$5,571.50	$30,927.30	$30,927.30
2	Remove Trees	EA	3	$833.33	$2,500.00	$5,571.50	$16,714.50	$1,000.00	$3,000.00
3	Remove Existing Curb	LF	256	$9.77	$2,500.00	$11.14	$2,851.84	$15.00	$3,840.00
4	Remove Existing Sidewalk	SF	243	$22.63	$5,500.00	$3.34	$811.62	$4.00	$972.00
5	Sawcut and Remove Exsisting Asphalt	SY	235	$23.40	$5,500.00	$22.29	$5,238.15	$18.00	$4,230.00
6	Protect Existing Tree in Place	EA	3	$0.00	$0.00	$0.00	$0.00	$600.00	$1,800.00
7	Install 5' Concrete Curb Termination per MAG std Detail 222	EA	1	$3,500.00	$3,500.00	$278.58	$278.58	$80.00	$80.00
8	Install MAG Type B Curb per Detail 220-1	LF	171	$87.72	$15,000.00	$50.14	$8,573.94	$45.00	$7,695.00
9	Construct Concrete Sidewalk per Detail Sheet C-102	SF	2,176	$29.87	$65,000.00	$40.11	$87,279.36	$15.00	$32,640.00
10	Construct Modified Handicap Ramp per MAG detail 235-5	EA	1	$6,500.00	$6,500.00	$2,785.75	$2,785.75	$1,400.00	$1,400.00
11	Install 3" Asphalt Concrete Pavement over 8" Aggregate Base	SY	235	$93.62	$22,000.00	$80.23	$18,854.05	$120.00	$28,200.00
12	Install *" Class A Concrete over 6" Aggregate Base	SF	557	$28.73	$16,000.00	$39.00	$21,723.00	$25.00	$13,925.00
13	Install Precast Safety Curb Per MAG Detail 150	EA	2	$800.00	$1,600.00	$167.15	$334.30	$900.00	$1,800.00
14	Striping and Signage for ADA Parking per Detail Sheet C-102	EA	2	$2,250.00	$4,500.00	$1,950.03	$3,900.06	$1,250.00	$2,500.00
15	Construct Handrail per Detail Sheet C-102 Prime and Paint per AZGFD Specifications	LF	580	$94.83	$55,000.00	$88.14	$51,121.20	$145.00	$84,100.00
16	Weld New Handrail to Existing Handrail see Photos Sheet C-102	EA	2	$1,400.00	$2,800.00	$543.22	$1,086.44	$900.00	$1,800.00
17	Sand, Prime, And Paint Existing Handrail per AZGFD Specifications	LF	152	$23.03	$3,500.00	$36.21	$5,503.92	$100.00	$15,200.00
18	Survey Staking	LS	1	$2,991.50	$2,991.50	$2,785.75	$2,785.75	$3,000.00	$3,000.00
	GRAND TOTAL				**$217,891.50**		**$235,413.96**		**$237,109.30**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SUBJECT PROPERTY
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