

SHOW LOW CITY COUNCIL
REGULAR MEETING - TUESDAY, AUGUST 15, 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, August 15, 2023, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

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

5. **CALL TO THE PUBLIC:**

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

6. **SPECIAL EVENTS:**

- A. Special Presentation in Recognition of Retiring Employee.
- B. Commendation of Police Department Employees.

7. **CONSENT CALENDAR:**

- A. Approval of Agreement with Navajo County for Safe and Healthy Schools. (Brad Provost)
- B. Consideration of Acceptance of East McNeil Roadway Improvements, City of Show Low Project No. R-0823. (Shane Hemesath)
- C. Consideration of Award of Contract for Crosswind Runway Focused Planning Study to Dibble & Associates Consulting Engineers and 25% Design to Armstrong Consultants. (Jacob Allen)
- D. Consideration of Minutes of Show Low City Council meetings:
 1. Regular Meeting of August 1, 2023.

8. NEW BUSINESS:

- A. **PUBLIC HEARING** and Consideration of Application Submitted by Kuzi Paul Mutsiwegota and James H. Coleman for #6, Bar, Liquor License on Behalf of Bison Golf Club for its Location at 1 North Bison Preserve Drive, Show Low, Arizona. (Rachael Hall)
- B. **PUBLIC HEARING** and Consideration of Application Submitted by Shane Jennings Shumway, Nathan Douglas Jones, and Steven Douglas Shumway for #10, Beer and Wine Store, Liquor License on Behalf of Fairfield & TownePlace Suites for its Location at 1401 East Woolford Road, Suite A, Show Low, Arizona. (Rachael Hall)
- C. Consideration of Award of Construction Contract for East Cooley Roadway Improvements, City of Show Low Project No. R-3323. (Shane Hemesath)
- D. Consideration of Award of Contract for Reidhead House Architectural Services. (Bill Kopp)
- E. **PUBLIC HEARING-** Request of Property Owner to Annex Property Near Show Low Lake into the City of Show Low, Arizona - #P-1523. (Anna Atencio)

9. SUMMARY OF CURRENT EVENTS:

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

10. SCHEDULE OF MEETINGS:

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

11. EXECUTIVE SESSION:

- A. Confidentiality Statement.
- B. Discussion or consultation for legal advice with the attorney or attorneys of the public body or with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property pursuant to A.R.S. Sections 38-431.03(A)(3) and 38-431.03(A)(7).
 - (1) Development Agreement with Show Low Lake, LLC.
 - (2) Agreement with WBI Companies.
- 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 March 7, 2023.
- (2) Executive Session Minutes of March 21, 2023.

12. **POST EXECUTIVE SESSION:**

- A. Consideration of Approval of the Minutes of the Executive Sessions of the Show Low City Council Held on

13. **ADJOURNMENT:**

SCHEDULED MEETINGS/EVENTS:

DATE	TIME	EVENT NAME
08/15/23	7:00 P.M.	CITY COUNCIL - 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.

I, Rachael Hall, do hereby certify that the foregoing notice was posted on August 11, 2023.

Rachael Hall, City Clerk

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Approval of Agreement with Navajo County for Safe and Healthy Schools.
(Brad Provost)

RECOMMENDATION

I **MOVE** to approve the Memorandum of Understanding with Navajo County to implement the Navajo County Schools Safety Cooperative Agreement.

BACKGROUND

Navajo County Sheriff's Office was awarded funding from the State of Arizona to establish and implement the Navajo County Schools Safety Cooperative Agreement. This agreement implements Mutualink, Inc.'s Safe School Emergency Alert and Response System.

Mutualink provides for the use of school panic buttons, automated on-demand interoperability across responding agencies, and the automation of public safety response. The system is an effort to create a safe and secure learning environment for all students, teachers, and staff.

Funding is provided by the State of Arizona until December 31, 2025. After that date, if grant funding is not available, each law enforcement agency is responsible for any ongoing recurrent license, maintenance, and service fees for their part of the system. If the law enforcement agency withdraws from the system, they must notify the Navajo County Sheriff's Office and provide a revised notification and communications plan before discontinuation.

ATTACHMENTS

1. Navajo County School Safety Cooperative Agreement

FISCAL IMPACT

None.

Navajo County School Safety Cooperative Agreement to Create Safe and Healthy Schools

This Navajo County School Safety Memorandum of Understanding ("School Safety MOU") is entered into as of (April 17, 2023), by and between Navajo County Sheriff's Office, local public safety partners, and school districts in the County of Navajo, State of Arizona that sign an identical MOU. These schools are collectively referred to as the "Participating Schools."

Everyone has an important role in maintaining and increasing safety at schools. The state of Arizona, Navajo County, or any individual participating school could at any time experience a crisis or act of violence that will require a well-coordinated mutual aid response from multiple public safety agencies across the county or state.

Schools, communities, and law enforcement agencies must work together in the prevention and mitigation of violence in schools.

WHEREAS, the parties are authorized pursuant to ARS 11-952 to enter into agreements for joint or cooperative action.

WHEREAS, each party has a history of working and assisting each other cooperatively in emergency response.

WHEREAS, each party has deemed the effort to create a safe and secure learning environment for every student, teacher and staff member in Navajo County a top priority.

WHEREAS, each party recognizes that this is a voluntary agreement between the Navajo County Sheriff's Office and participating schools.

WHEREAS, pursuant to ARS 41-1733 the Navajo County Sheriff's Office was selected to establish and implement the Navajo County Schools Safety Cooperative Agreement in Navajo County.

AND, WHEREAS, the Navajo County Sheriff's Office was awarded funding from the State of Arizona and was selected to manage and distribute the funds among the parties for the purpose of the Navajo County Schools Safety Cooperative Agreement.

NOW, THEREFORE, the parties agree as follows:

This cooperative agreement aims to emphasize the shared vision of fostering the safest educational environment free of violence and the fear of violence across Navajo County; and to foster the foundational cooperative relationships that will drive success across this project.

- A. The Navajo County School Safety Cooperative Agreement represents a desire to work together to create safer and healthier schools through the implementation of the **Mutualink, Inc. Safe School Emergency Alert and Response System**. Successful implementation of school panic buttons, automated on-demand interoperability across responding agencies, and the automation of public safety response will require cooperative pre-planning by all parties involved.

- B. For purposes of this MOU, a crisis or disaster is defined as an overwhelming incident that triggers the emergency operations plan of an impacted participating school. Such an event will involve local, state and federal agencies, police agencies, fire agencies, medical transport agencies and other secondary responders required to mitigate an emergency.
- C. Description of Partner Roles and Responsibilities: The parties hereto are the Navajo County Sheriff's Office, local public safety partners, local school districts and Participating Schools, enter into this School Safety MOU effective as of (April 17, 2023) and shall remain in effect until December 31, 2025.
- D. Information Sharing- Federal privacy laws, including the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) govern how information can be shared across agencies. This agreement upholds the authority to which information will be shared in real-time ensuring that privacy of students and staff is protected.
- E. Each party agrees to cooperate in training and implementation efforts of integrating panic buttons and interoperability communication capabilities.
- F. Each party understands that funding for the Navajo County School Safety Cooperative Agreement is scheduled to end on December 31, 2025, unless other funding is provided.
- G. In the event further funding is provided for this project, a new MOU will be established between the parties.

This MOU allows each party to prioritize and foster a mutual approach to school violence prevention and mitigation and other services incidental to the protection of students and faculty.

We, the undersigned, acknowledge we will coordinate and cooperate in the Mutualink Communication Safety School Cooperative when funded and awarded. By signing this MOU, we also give our assurance of the following items:

- We will uphold the intent of the awarded funds, which includes but is not limited to:
- Teacher and Staff participation in training, implementation and exercising the emergency alert button.
- Public Safety, First Responder, School Security participation in training, implementation and exercising of the emergency alert system.
- We understand that, to the best of our ability, we are committed to ensure service continuity over the duration of the grant cycle.
- We understand each party's responsibility under the agreement and MOU.

Participating Schools acknowledge they shall be responsible for ongoing recurrent license, maintenance, and services fees for the system after the initial period of funding set to end on December 31, 2025, unless other funding is provided. If a Participating School elects to discontinue the use of the system, it shall first notify the Navajo County Sheriff's Office promptly and provide for an agreed revised notification and communications plan before discontinuation.

Participating local public safety partners acknowledge they shall be responsible for ongoing recurrent license, maintenance, and services fees for the system after the initial period of

funding set to end on December 31, 2025, unless other funding is provided. If a participating local public safety partner elects to discontinue the use of the system, it shall first notify the Navajo County Sheriff's Office promptly and provide for an agreed revised notification and communications plan before discontinuation.

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization.

Print Name DAVID CLOUSE
Navajo County Sheriff

Date 4/23/23

Signature D. M. C.

Print Name BRAD PROVOST
Local Public Safety Partner Chief of Police (If Applicable)

Date 6-13-23

Signature Brad Provost

Print Name Kevin St. John
Participating School Administrator

Date 4/17/23

Signature K. A. St. John

CITY OF SHOW LOW

By: _____
John Leech, Jr., Mayor

DATED: _____

ATTEST;

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of East McNeil Roadway Improvements, City of Show Low Project No. R-0823. (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the East McNeil Roadway Reconstruction Project, City of Show Low Project No. R-0823, with a final cost of \$588,111.33, release the retainage, and initiate the two-year warranty period.

BACKGROUND

At its regular meeting on April 4th, 2023, the Show Low City Council awarded a construction contract to Perkins Cinders Inc. in an amount not to exceed \$592,661.26 for the East McNeil Roadway Reconstruction project. The scope of work included reconstructing 2,500 feet of East McNeil. Due to wide discrepancies in the existing asphalt and base thickness, the existing roadway section was removed to uncover the roadway sub-base. Geogrid stabilization was installed, and a new four-inch asphalt over an eight-inch aggregate base section was installed. Approximately 600 square feet of new sidewalk, Americans with Disabilities Act ramps, driveways, and new drainage infrastructure were also replaced along East McNeil near the Nikolaus Homestead School and the City Campus site.

The improvements to East McNeil have been completed for a final project cost of \$588,111.33.

Staff recommends accepting the East McNeil Roadway Reconstruction Project, City of Show Low Project No. R-0823, with a final cost of \$588,111.33, releasing the retainage, and initiating the two-year warranty period.

ATTACHMENTS

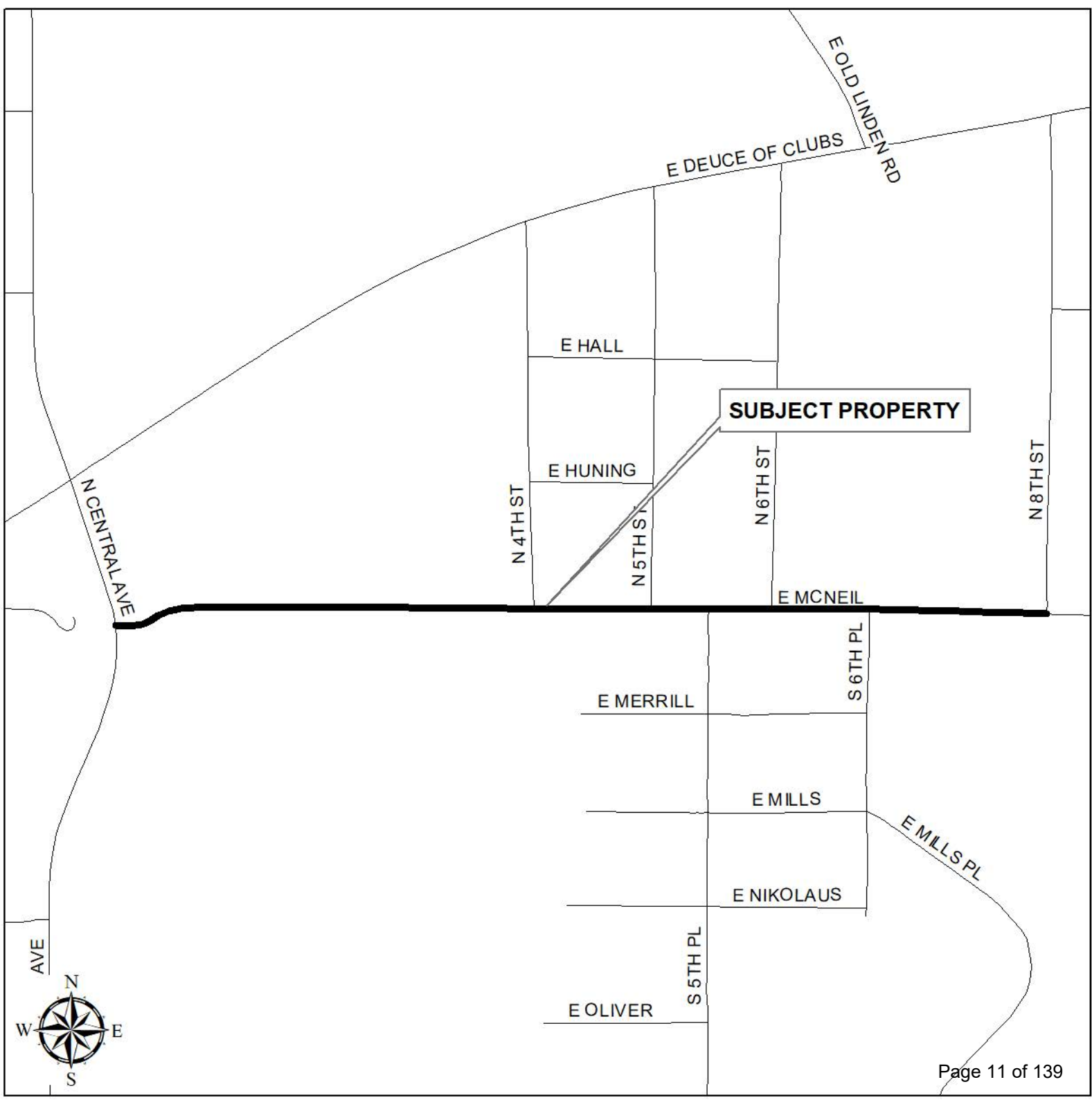
1. R-0823 Aerial Map
2. R-0823 Subject Map

FISCAL IMPACT

Anticipated cost: \$588,111.33

Funding source (account no.): E McNeil Reconstruction 8th Street to Central (12-500-495-7310-2330/5002330)





**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Award of Contract for Crosswind Runway Focused Planning Study to Dibble & Associates Consulting Engineers and 25% Design to Armstrong Consultants. (Jacob Allen)

RECOMMENDATION

I **MOVE** to award the contract to complete the Focused Planning Study to Dibble & Associates Consulting Engineers and to approve Armstrong Consultants Task Order E.

BACKGROUND

The Show Low Regional Airport Master Plan (March 2021) recommends the relocation of the crosswind runway at the airport to better align with the prevailing winds recorded at the airport. The runway project is included in the five-year Airport Capital Improvement Program (ACIP). As a first step toward that goal, the Federal Aviation Administration (FAA) insisted that a focused planning study be conducted in order to consider the project's viability and begin the environmental work required for this type of project. The project was not listed, so the FAA required a selection process in the form of a Request for Qualifications (RFQ) for the study.

On October 21, 2022, an RFQ was published to solicit statements of qualifications (SOQ) from airport consulting firms to provide planning and environmental services for the crosswind runway project per the FAA and Arizona Department of Transportation (ADOT) standards.

On December 6, 2022, the City Council approved the selection committee's recommendation. Dibble & Associates Consulting Engineers, Inc. (Dibble) was selected as the most qualified firm. Dibble developed a scope of work and fee proposal for the focused planning study project totaling \$241,088.66.

No selection process was required for engineering services because, on July 16, 2019, the City entered into a Contract for Professional Services with Armstrong Consultants (Armstrong) as Show Low Regional Airport's on-call engineering consultant. As such, Armstrong will perform the 25% design portion of the Focused Planning Study project. Their portion of the project is attached as Task Order E. with a total fee of \$232,250.00.

Each firm submitted a scope of work and proposed fees for their portions of the project. The scopes were developed in coordination with the FAA and City staff. The proposed fees from each firm were subject to an independent fee review, as required for all FAA grant-funded projects exceeding \$100,000.00. The fees proposed by Dibble and Armstrong were found to be fair and reasonable by a third-party fee reviewer and therefore were accepted by FAA. The FAA has awarded the City of Show Low \$450,000.00 in grant funding to complete the project.

On August 1, 2023, the City Council approved the acceptance of \$450,000.00 in FAA funds to complete the Focused Planning Study for the Crosswind Runway at Show Low Regional

Airport.

Staff recommends awarding Dibble & Associates Consulting Engineers, Inc. the contract for the Focused Planning Study for the crosswind runway project.

ATTACHMENTS

1. Dibble Professional Services Agreement
2. Armstrong Task Order E

FISCAL IMPACT

Anticipated cost: \$473,338.66

Funding source (account no.): Focus Planning Study & Design RWY 2/20 & Taxi D (11-750-495-7300-2468) \$480,000.00

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Consulting Services (the "Agreement") is made as of this _____ day of _____, 2023 by and between **City of Show Low** ("Client") and Dibble & Associates Consulting Engineers, Inc., dba Dibble, an Arizona corporation ("Consultant") for the **Proposed Crosswind Runway Focused Planning Study at the Show Low Regional Airport** (the "Project").

ARTICLE 1. PARTIES TO AGREEMENT

Pursuant to this Agreement, Client engages Consultant for the purpose of obtaining the professional services described in Article 2. In consideration of the mutual promises of the parties set forth herein, the parties hereto agree as follows:

ARTICLE 2. SCOPE OF SERVICES

Unless modified in writing by the parties, Consultant's services and fee shall be limited to the scope of services and fee proposal defined in **Exhibit A** hereto, which is incorporated herein by reference. In the event there are any inconsistencies between the Exhibits and this Agreement, this Agreement shall prevail.

ARTICLE 3. STANDARD OF PERFORMANCE

Consultant represents that it has the experience and knowledge to provide the professional consulting services required under this Agreement, and that it shall conduct its work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

ARTICLE 4. COMPLIANCE WITH LAWS

Consultant agrees to comply, and to require that its employees and subconsultants comply, with applicable federal, state and local laws, codes, standards, and regulations that are in effect at the time the services are performed under this Agreement.

ARTICLE 5. COMPENSATION TO CONSULTANT

Consultant shall send all billings for the performance of its services to Client in accordance with the billing procedures set forth in **Exhibit B** hereto.

ARTICLE 6. SUSPENSION OF WORK

Consultant shall not be responsible for delay or suspension of work in the event of delays or suspension of work caused by natural catastrophes, war, riot, strikes, and/or other events or circumstances beyond the control of Consultant, its employees, agents or subconsultants.

ARTICLE 7. INSURANCE

Consultant agrees to purchase and maintain, at its own cost and expense, at all times during the performance of the Agreement, the following insurance: (i) commercial general liability, insuring against claims for bodily injury, personal injury, death or property damage; (ii) business automobile liability; (iii) employer's liability and statutory worker's compensation; (iv) professional liability.

All such insurance shall: (i) be primary and not contributing with any insurance in the name of or for the benefit of Client, with respect to claims arising from work performed by Consultant; (ii) with respect to the workers' compensation, employer's liability and commercial general and automobile liability policies, provide a waiver of the right of subrogation against Client; (iii) except on worker's compensation and professional liability, name Client as additional insureds utilizing Insurance Services Office (ISO) additional insured endorsement or its equivalent; and (iv) provide at least thirty (30) days prior written notice to Client of any cancellation, alteration, reduction or non-renewal of coverage.

Prior to rendering any services which are the subject of the Agreement, and in any event within five (5) days after the execution of the Agreement, Consultant shall furnish to Client evidence of insurance and a copy of the endorsements referenced above reflecting Consultant's compliance with these requirements. Consultant shall furnish Client with new evidence of insurance and new endorsements whenever (i) coverage is materially modified, or (ii) if any insurance policy is due to expire during the term of the Agreement, not less than fifteen (15) calendar days prior to the expiration date.

Consultant's insurance as required herein shall be issued by insurance companies with a rating of not less than A:IX in the current A.M. Best's Insurance Guide.

Consultant 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 injury and broad form contractual liability coverage.

a. General Aggregate	\$4,000,000
b. Products – Completed Operations Aggregate	\$4,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Blanket Contractual Liability – Written and Oral	\$2,000,000
e. Each Occurrence	\$2,000,000

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

a. Combined Single Limit (CSL)	\$1,000,000
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3. **Employer's Liability and Worker's Compensation**

a. Workers' Compensation	Statutory
b. Employers' Liability Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

4. **Professional Liability**

a. Each Claim	\$5,000,000
b. Annual Aggregate	\$5,000,000

ARTICLE 8. INDEPENDENT CONTRACTOR

It is hereby acknowledged and agreed by the parties that Consultant is an independent contractor and shall not be deemed to be an employee, agent, partner, or joint venturer of Client. Consultant shall be responsible for the means and methods for completing the scope of services.

ARTICLE 9. ASSIGNS AND SUBCONTRACTS

Consultant shall not assign, subcontract or otherwise transfer any interests in this Agreement or delegate any duties under this Agreement without the prior written consent of Client.

ARTICLE 10. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Client, its employees, officers, directors or representatives, harmless, from and against all liability, claims, losses, costs, expenses and fees (including reasonable attorneys' fees and costs and court costs), for loss or damages to the extent the loss or damages result from the negligent acts, errors, omissions, or mistakes caused by Consultant or its employees, subconsultants or representatives. Consultant and Client agree that, to the extent that Client has a waiver of consequential damages clause in the Prime Contract, either party shall not be liable to the other under this Agreement for any consequential, special, contingent, or penal damages, including but not limited to loss of revenue, loss of profit, operating costs, or business interruption losses, regardless of cause, including breach of contract, tort (including sole or concurrent negligence), strict liability, or otherwise.

ARTICLE 11. DURATION AND TERMINATION

(A) Duration: This Agreement shall remain in effect for a duration of 24 months from the date of the Agreement or until the completion of all services identified in Article 2, whichever occurs last, notwithstanding provisions designated in Paragraph E of this Article.

(B) Termination for cause: Client may terminate this Agreement at any time upon 10 days written notice to Consultant if Consultant fails to perform pursuant to the terms of this Agreement. The 10-day notice to Consultant shall specify the grounds for Consultant's termination, and termination shall be effective if Consultant has not remedied such failure within 10 days from the date of notice.

If Consultant remedies such failure to perform within the 10-day period allowed above, Client may terminate the Agreement if there is a subsequent repetition of the same or similar failure, without giving Consultant opportunity to remedy the failure.

(C) Termination without cause: Client may terminate this Agreement without cause at any time upon 30 days written notice

to Consultant.

(D) Compensation following termination: In the event of termination, Consultant shall be compensated for services performed hereunder up to the termination date.

(E) Survival after termination: The obligations under Article 10 and the insurance obligations shall survive any termination of this Agreement.

ARTICLE 12. ATTORNEYS' FEES

In the event of any litigation concerning the rights or obligations of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.

ARTICLE 13. CHOICE OF LAW

It is the intention of Client and Consultant that this Agreement and the performance hereunder shall be interpreted pursuant to the laws of the State of Arizona. Any action or proceeding arising out of this Agreement shall be governed by the laws of the State of Arizona to the exclusion of the law of any other forum.

ARTICLE 14. DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a negotiation session as a condition precedent to mediation. Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the negotiation session. The negotiation session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The negotiation session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the negotiation session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution, either litigation in a court of competent jurisdiction or arbitration administered by the American Arbitration Association.

ARTICLE 15. ENTIRE AGREEMENT

This Agreement represents the entire contract between Client and Consultant and supersedes all prior negotiations, representations or agreements whether written or oral. No addition to or modification or waiver of any provisions of this Agreement shall be binding on either party unless made in writing by authorized representatives of Client and Consultant.

ARTICLE 16. OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, electronic files, field data, cost estimates, notes and other documents prepared by the Consultant as instruments of service shall become and remain the property of the Client upon final payment to the Consultant. Consultant shall be entitled to retain a copy of all project documents. If these documents are altered, modified or adapted without the written consent of the Consultant, which consent the Consultant may not unreasonably withhold, the Client agrees to hold the Consultant harmless to the extent permitted by law from the legal liability arising out of the Client's alteration, modification or adaptation of the documents.

ARTICLE 17. SEVERABILITY

If any provisions of this Agreement are held to be in violation of any law or ordinance, those provisions shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions that are valid and enforceable and that approximate as nearly as possible the intention of the original provisions.

ARTICLE 18. SIGNATORIES

Unless otherwise specified below, the following signatories are the authorized representatives upon whose decision and information each party may rely for performance of this Agreement. Any approval or notice required hereunder shall be deemed to have been properly provided if given to these signatories or to such parties and/or addresses as these signatories may subsequently designate.

IN WITNESS WHEREOF, this Agreement is made as of the day and year written above.

CONSULTANT:

Dibble & Associates Consulting Engineers, Inc.
dba Dibble
3020 East Camelback Road, 201
Phoenix, AZ 85016

By:_____

Printed Name:_____

Title:_____

Date:_____

CLIENT

City of Show Low
180 N. 9th Street
Show Low, Arizona 85901

By:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT A
SCOPE OF SERVICES AND FEE PROPOSAL



3020 East Camelback Road
Suite 201
Phoenix, AZ 85016
P 602.957.1155
www.dibblecorp.com

May 4, 2023

Jacob Allen
Airport Manager
Show Low Regional Airport
3150 Airport Loop #100
Show Low, AZ 85901

RE: **AIRPORT PLANNING & ENVIRONMENTAL SERVICES PROPOSAL**
Show Low Regional Airport
Proposed Crosswind Runway Focused
Planning Study/Documentation
FAA AIP No. TBD
City Contract No. TBD

Dear Mr. Allen,

The current Airport Master Plan and Airport Layout Plan, approved in 2021, plans for the closure of Runway 4-22 and the development of a new crosswind runway. The alternatives analysis conducted in the Master Plan determined the Runway 2-20 alignment to be the preferred alternative after evaluation of multiple considerations and layouts including: crosswind coverage, operational safety, utility, and costs.

The Show Low Regional Airport (SOW or Airport) and the City of Show Low (City) have requested Dibble prepare a Focused Planning Study for a new crosswind runway allowing the Federal Aviation Administration (FAA) to determine the appropriate environmental clearance documentation under the National Environmental Policy Act (NEPA). In order for FAA to make the environmental determination FAA has recommended that the City prepare a Focused Planning Study to demonstrate the purpose and need for the project and establish that there is a federal action.

Therefore, Dibble has prepared a scope of work and fee proposal (attached) for your review and approval to prepare the Focused Planning Study.

Dibble's total lump sum fee per the attached scope of work is:

Professional Services:

Dibble	\$189,717.00
Dibble direct expenses	\$2,480.00
SWCA Environmental Consultants.....	\$35,259.00
LEAN Technology Inc.....	<u>\$13,632.66</u>

Total fee \$241,088.66

Please note that FAA requires airport sponsors comply with FAA Advisory Circular (AC) 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* regarding the need for an Independent Fee Estimate (IFE). It is our understanding that the City will be requesting FAA funding for the Focused Planning Study, therefore an IFE will be necessary.

We look forward to working with you on this important project. If you need additional information or have questions, please do not hesitate to call us at 602-957-1155.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charlie McDermott'.

Charlie McDermott, LEED AP
Aviation Planning Manager
Airport Development

A handwritten signature in blue ink, appearing to read 'Ryan Toner'.

Ryan Toner, P.E.
Vice President
Airport Development
Business Unit Leader



SCOPE OF SERVICES

Proposed Crosswind Runway Focused Planning Study / Documentation Show Low Regional Airport

Dibble has been requested by the City of Show Low (City) to prepare a focused planning study (FPS) and the necessary documentation leading to a FAA Determination to Prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS) for a proposed new crosswind runway at the Show Low Regional Airport (Airport or SOW) located in Show Low, Arizona.

The current Airport Master Plan and Airport Layout Plan, approved in 2021, plans for the closure of Runway 4-22 and the development of a new crosswind runway in the alignment of Runway 2-20. The alternatives analysis conducted in the Master Plan determined the Runway 2-20 alignment to be the preferred alternative after evaluation of multiple considerations and layouts including: crosswind coverage, operational safety, utility, and costs. Therefore, the City is undertaking the necessary planning and environmental documentation to allow the Federal Aviation Administration (FAA) to determine the appropriate required environmental clearance documentation.

Scope of Work

Element 1: Project Management and Administration

Task 1.1: Project Management and Administration:

Dibble will provide and direct project management and coordination of the study team and will provide coordination between team members, the Sponsor, and other interested stakeholders as necessary. Administration tasks such as file coordination and organization and on-going miscellaneous project communications throughout the course of the study phase, and project printing and packaging at each submittal level will also be included under this task. Monthly invoicing shall be submitted to the Sponsor in a format acceptable to the Sponsor.

Task 1.2 This task includes both internal and external project team meetings throughout the FPS. Dibble will facilitate virtual calls every two weeks, or as needed, with the project team to address questions and measure progress. Dibble will facilitate monthly calls with the City and the FAA to report

progress and address questions and/or comments. All meetings will be virtual and are planned to be no longer than one hour. Dibble will maintain a general summary of topics discussed.

Task 1.3 Dibble will create a schedule with milestones and tasks assigned to each entity (City, FAA, Dibble, Armstrong, agencies). The schedule will also identify any assumptions associated with each task and identify key completion points for consultations and technical assessments.

Task 1.4 Pursuant to Title 40, CFR 1506.5(b)(4) for an Environmental Assessment for a Proposed Improvement at Show Low Regional Airport, Dibble will prepare, execute, and submit the required Contractor (Subcontractor) Disclosure Statement.

Element 2: Section 163 Review

Task 2.1 This task will identify the FAA action and confirm FAA authority for the proposed study. Dibble will prepare and submit to the FAA a formal Section 163 Determination request for the proposed study based on preliminary findings contained in the recently completed Airport Master Plan.

Element 3: Identification of Connected Federal Actions

This task will identify any connected federal actions associated with the proposed study, especially those that may require other federal agency permits or approvals, including other FAA lines-of-business.

Task 3.1 SWCA/Dibble will prepare a list of federal agency actions required for the proposed study to proceed. Additionally, a working list of past executed, presently planned, and future planned (five-year period) projects within the study area will be prepared and referenced for dependence on the Proposed Action; this will later be used in the cumulative analysis during the preparation of the EA (or EIS).

Element 4: Identification of Lead, Cooperating, and Participating Agencies

Task 4.1 SWCA/Dibble will prepare a working list of entities for agency scoping, including Indian tribes, and identify each agency's role in the proposed study.

Element 5: Preparation of Focus Planning Study Components

This task includes the creation and documentation of several preliminary study components. These tasks will be completed concurrently and submitted together as one deliverable.

Task 5.1 Purpose and Need Statement: Dibble will use the information provided in the Armstrong Consultants whitepaper to prepare a preliminary Purpose and Need Statement for the proposed study. The Statement will be provided to both the FAA and the City, in addition to other agencies identified as a part of the study if applicable.

Task 5.2 Project Description: Dibble will prepare a preliminary project description. This task will include coordination with Armstrong Consultants. Specific details related to the ultimate construction of the proposed runway such as temporary use areas, airfield closures, staging areas, access roads, to name a few, will be included as a part of the description.

Task 5.3 Existing Runway Deficiencies: Dibble will summarize the design standard deficiencies presented in the airport master plan associated with the existing Runway 4-22. The summary will focus on why the existing Runway is no longer a viable runway. Dibble will use the summary from the airport master plan that compares the existing conditions to FAA design standards. Existing known pavement conditions will also be identified. Dibble will summarize the wind coverage for Runway 4-22 based on wind data gathered as part of the airport master plan.

Task 5.4 Validate Proposed Runway Length and Orientation: Dibble will validate the runway length analysis in airport master plan in accordance with FAA AC 150/5325-4B, *Runway Length Requirements for Airports*, based on the critical aircraft(s) for the proposed Runway 4-22. Dibble will make a recommendation on the most reasonable runway length to meet the growing needs of the Airport for the foreseeable future. Dibble will also validate the proposed runway orientation.

Task 5.5 Alternatives Description: Dibble will use the alternatives presented in the airport master plan for the FPS. Dibble will validate the wind coverage identified in the airport master plan. The objective of this task is to present alternatives that maximize wind coverage, meet design standards, validate the runway length for existing and future operations, adjust the proposed runway horizontally to minimize the amount of embankment (fill) material needed and optimize the intersection with Runway 7-25.

Task 5.6 Airspace Impacts:

Task 5.6.1 LEAN/Dibble will prepare an analysis of the SOW airspace. The analysis will summarize all existing published approaches to SOW and published approaches within 100 nautical miles of SOW. The analysis will identify any conflicts the proposed runway may impose and discuss potential mitigation measures.

Task 5.6.2. Dibble will prepare an airspace drawing depicting the proposed FAR Part 77 Surfaces related to the proposed runway and identify any obstructions. Available mapping will be used for the analysis. No additional imaginary will be obtained for the airspace analysis.

Task 5.7 Dibble will develop an evaluation process for the proposed alternatives considering several factors such as potential environmental impacts, operational performance, construction cost, and implementation feasibility. Dibble will work with the FAA and City to narrow down the alternatives list to a maximum of two alternatives that will be carried forward in the environmental documentation.

Task 5.8 Borrow Site Identification: Dibble will provide Armstrong and the City any in-house historical information or knowledge of possible candidate borrow site(s) we have available in the region.

Armstrong will identify up to six potential borrow site locations with the following priorities:

1. ADOT Certified Material Sourced Pit
2. ADOT or Federal Projects which have excess excavated material from areas that are already environmentally cleared.
3. On airport location(s)
4. New Borrow Site Location on public or private land as needed to meet the fill volume needed for the project.

Dibble will review information provided by Armstrong on candidate borrow sites. Dibble will also review Armstrong's cost estimate for harvesting and transporting the borrow material to the airport.

Task 5.9 Identification of Potentially Significant Environmental Issues: SWCA will lead this task which is comprised of two components. The environmental impact categories as found in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures* will be reviewed to identify 1) the categories that are not likely to have a significant impact on the proposed project, and 2) the categories that may have an impact on the proposed project and/or those that are viewed as the most important to the public and the sponsor for further investigation.

Task 5.9.1 Screening of Environmental Resources Likely Impacted: For the environmental categories with the potential to be impacted, SWCA will conduct an initial screening, either through desktop reviews and/or field assessments, to prepare a list of data gaps. This task also includes commencing the Special Purpose Law review process, Section 106 consultation (if needed) with State or Tribal Historic Preservation Officers (and other consulting parties such as certified local governments and Indian tribes), and Section 7 consultation (if needed) with the U.S. Fish and Wildlife Service. Any other technical assessments should also be started during this task.

Task 5.9.2 Preparation of Treatment Measures Working List: In addition to Task A5.8.1, SWCA will prepare a working list of treatment measures. The list should identify implementation, oversight, and schedule of each measure, which treatment measures would avoid or minimize impacts and those that would mitigate impacts below a significance threshold.

Element 6: Preliminary Engineering Design (25 %):

Task 6.1 Dibble will provide the City and Armstrong Consultants with the necessary preliminary engineering support for the development of the 25% design drawings for preferred alternative(s) described in 5.7. Dibble will provide the following tasks:

- Four design coordination meetings
- Intermittent reviews of the design ensuring it aligns with the recommendations developed as part of the study
- Support for geotechnical investigations and coordination required for the identified borrow sites.
- Construction phasing plan recommendations as needed
- Review of construction cost estimates

Element 7: Documented Categorical Exclusion (CATEX)

Task 7.1 Dibble will prepare **one** documented CATEX for the geotechnical investigations of the proposed borrow site (once the sites are determined by Armstrong) as well as for the proposed cross wind runway alignment (soring locations). Armstrong will provide Dibble with a plan showing the boring locations and access to each for use in preparing the Area of Potential Effect (APE) map. The documented CATEX will be prepared in accordance with the Federal Aviation Administration (FAA) Order 1050.1F, *Environmental Impacts: Policies and Procedures* and coordinated through the FAA, Phoenix ADO.

Dibble will gather relevant and readily available environmental data about the property and the surrounding land for use in preparing the CATEX. No additional environmental studies will be conducted other than those described herein. Source of data will include, but not be limited to, previous environmental studies that have been prepared for projects at the Airport, online database sources, and information from the City. The preparation of biological and cultural resource studies will be provided by a subconsultant (SWCA).

Dibble shall rely on the findings from the specialized studies prepared by SWCA to support the preparation of the documented CATEX. Dibble will review and incorporate the findings of the specialized studies into the documented CATEX.

Task 7.2 Draft Documented CATEX: Dibble will prepare and submit a draft documented CATEX for review. The draft CATEX will include the required maps and supporting studies identified herein to allow the FAA to review.

Task 7.3 Final Documented CATEX: Based on comments received from the FAA Dibble will revise and update the documented CATEX as necessary and resubmit to the City and FAA for final approval.

The draft documented CATEX will be delivered to the City within 60 days of identification of the selected borrow site and the proposed cross wind runway alignment. Dibble will deliver the final documented CATEX within 10 days of receiving final comments from the City and FAA.

Element 8: Preliminary Public Outreach Plan

Task 8.1 Public Outreach Pre-planning: Dibble will begin the pre-planning for the public outreach component. Dibble will consult and coordinate with the City to determine where key documents will be made available to the public and recommend the length of public comment periods. The outcome of this task will be carried forward in future tasks related to the implementation of the public outreach program.

Element 9: Public Workshops and City Council Briefings

Task 9.1 Dibble will facilitate no more than four public information workshops which will be conducted using an "open house" format. The workshops will use informational display boards prepared by Dibble and SWCA will facilitate discussion with attendees. Members of the project team will attend the workshop to allow for one-on-one interaction with the public. Written comments received during the workshop will be summarized and included in the FPS. Dibble will also provide and maintain sign-in sheets, comment forms, or other materials used during the workshop.

Notification of the workshops will be accomplished using press releases, newspaper advertising, email blasts, and/or direct mailings (using a small fact sheet or postcard format) to adjacent landowners, interested citizens, neighborhood associations, and other groups in the area that may have an interest in the environmental documents. Dibble will provide draft copy for any of these methods of communication, as requested.

NOTE: The City will be responsible for placing press releases, newspaper notices, or public advertisements in appropriate newspapers, for posting notices on appropriate websites, and for any direct mailings or the sending of email blasts.

Task 9.2 Dibble will update the City Council on the progress of the study at no more than 2 council meetings. Dibble will have the Senior Project Manager, Senior Project Planner, and Senior Project Engineer present for each briefing. The City Council meeting minutes will serve as the official record of each briefing and will be included as an appendix to the Study.

Element 10: Focus Planning Study Documentation

Task 10.1 Dibble will prepare a draft Focus Planning Study identified herein for review by the City and FAA. Dibble will facilitate up to two virtual meeting to review comments and questions received. All documents will be provided electronically only.

Task 10.2 Dibble will incorporate comments and prepare a final Focus Planning Study for use by the FAA in making the official determination. All documents will be provided electronically only.

The estimated schedule of completion for the Consultant team to complete tasks described herein is **seven months** excluding the development of the 25% design plans as well as the time for FAA reviews and outside agency consultation.

FAA Determination

Based on the thoroughness and completeness of the planning and documentation tasks described herein the FAA will make an official Determination to Prepare an EA (or EIS) for the proposed crosswind runway at SOW. If the proposed project meets the inclusion criteria, the project and its associated milestones will be added into the Transportation Planning Dashboard.

EA Determination: Subsequent to the FAA's determination, the City will authorize Dibble to prepare an EA under a separate scope of work. This scope of services does not include the preparation of an EA.

EIS Determination: Subsequent to the FAA's determination, the City will work with FAA directly and inform Dibble if additional services will be required. This scope of services does not include the preparation of an EIS.

Attachments:

SWCA Environmental Consultants proposal dated April 20, 2023

LEAN Technology Inc. proposal dated April 2, 2023

Assumptions:

- 1) Coordination with the property owner(s) and temporary access permission to the candidate borrow site(s) is not included in this scope of work.

End of Scope of Work

Contract Number:
Project Number:
Task Number:
Amendment Number:
FAA AIP Number TBD
ADOT Number TBD

Summary	Dibble	Subs	Total
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A. PLANNING AND ENVIRONMENTAL PHASE SERVICES

1. Planning and Environmental Phase Services

1	Dibble.....	Lump Sum	\$189,717.00	-	\$189,717.00
2	Dibble Direct Expenses	Cost	\$2,480.00	-	\$2,480.00
3	SWCA Environmental Consultants.....	Lump Sum		\$35,259.00	
4	LEAN Technology Inc.....	Lump Sum		\$13,632.66	
			-		

TOTAL.....	\$192,197.00	\$48,891.66	\$241,088.66
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Firm: **Dibble**
 Planning & Environmental Services
 Project: **Proposed Crosswind Runway Focused**
Planning Study/Documentation
Show Low Regional Airport
 Date: 5/4/23

Contract Number: 0
 Project Number: 0
 Task Number: 0
 Amendment Number: 0

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE

Classification	Labor hours	2023 Billing Rate	Total Costs	
1 Principal Engineer	28	\$245.00	\$6,860.00	
2 Senior Project Manager	241	\$225.00	\$54,225.00	
3 Senior Planner	334	\$215.00	\$71,810.00	
4 Senior Engineer	116	\$205.00	\$23,780.00	
5 Project Manager	0	\$205.00	\$0.00	
6 QA/QC Manager	36	\$205.00	\$7,380.00	
7 Planner	33	\$170.00	\$5,610.00	
8 Senior Designer	126	\$147.00	\$18,522.00	
9 Admin. Assistant	18	\$85.00	\$1,530.00	

Total 932 hrs

a. Total Labor..... \$189,717.00

ALLOWANCE FOR DIRECT COSTS AND SUBCONSULTANTS

Item	Cost	
1 Dibble Direct Expenses	\$ 2,480.00	Cost
2 SWCA Environmental Consultants.....	\$ 35,259.00	Lump Sum
3 LEAN Technology Inc.....	\$ 13,632.66	Lump Sum

f. Sub-Total Allowances for Direct Costs..... **\$51,371.66**

TOTAL FEE

h. Total Estimated Cost..... \$241,088.66

Firm: **Dibble**
 Planning & Environmental Services
 Project: **Proposed Crosswind Runway Focused
 Planning Study/Documentation**
Show Low Regional Airport
 Date: **5/4/2023**



Contract Number: 0
 Project Number: 0
 Task Number: 0
 Amendment Number: 0

ESTIMATED LABOR HOURS										
TASK	Principal Engineer	Senior Project Manager	Senior Planner	Senior Engineer	Project Manager	QA/QC Manager	Planner	Senior Designer	Admin Assistant	TOTAL HOURS
Element 1: Project Management and Administration										
1.1 Project Management and Admin	4	36								40
1.2 Internal Project Team Meetings	2	8								10
1.3 Project Schedule		4	4							8
1.4 Contractor Disclosure Statement	1	1								2
Element 2: Section 163 Review										
2.1 Prepare and Submit Section 163 Determination		2	12							14
Element 3: Identification of Connected Federal Action										
3.1 Prepare List of Federal Actions		4	12							16
Element 4: Identify Lead, Cooperating and Participating Agencies										
4.1 Prepare list of entities for Scoping		4	12							16
Element 5: Preparation of Focus Planning Study Components										
5.1 Purpose and Need Statement		8	12							20
5.2 Project Description	2	8	16							26
5.3 Existing Runway Deficiencies		4	12	2			4	8		30
5.4 Validate Proposed Runway Length and Orientation		4	12	4		1	8	8		37
5.5 Alternatives Description	1	4	32	2		1	4	4		48
5.6 Airspace Impacts										
5.6.1 Airspace Analysis (LEAN Tech coordination)		6	8							14
5.6.2 Airspace Drawings		4	12					32		48
5.7 Alternative Analysis	2	24	32	24		8	10			100
5.8 Borrow Site Identification	2	8		24		4				38
5.9 Identification of Environmental Issues										
5.9.1 Screening of Environmental Resources		2	8							10
5.9.2 Preparation of Treatment Measures Working List		2	6							8
Element 6: Preliminary Engineering Design										
6.1 Preliminary Engineering Design Support	2	12		48		4		8		74
Element 7: Documented Categorical Exclusion (CATEX)										
7.1 Assemble Data for CATEX	1	6	16				4			27
7.2 Prepare Draft Documented CATEX		2	8			1	2	6		19
7.3 Prepare Final Documented CATEX		2	6			1	1	2		12
Element 8: Preliminary Public Outreach Plan										
8.1 Public Outreach Pre-Planning	1	4	8							13
Element 9: Public Workshop and City Council Briefings										
9.1 Prepare and Facilitate Public Workshops										
Preparation of Notification Materials (all 4 workshops)	2	8	16						10	36
Public Information Workshop No.1		8	4					12		24
Public Information Workshop No.2		8	4					10		22
Public Information Workshop No.3		8	4					6		18
Public Information Workshop No.4		8	4					2		14
Response to Comments and Summary Prep (all 4 workshops)	2	6	18						8	34
9.2 Brief City Council		8								8
Element 10: Focus Planning Study Documentation										
10.1 Prepare Draft Focus Planning Study	4	16	32	8		10		16		86
10.2 Prepare Final Focus Planning Study	2	12	24	4		6		12		60
TOTALS	28	241	334	116	0	36	33	126	18	932

Firm:	Dibble Planning & Environmental Services		Contract Number: 0
Project:	Proposed Crosswind Runway Focused Planning Study/Documentation Show Low Regional Airport		Project Number: 0
			Task Number: 0
Date:	5/4/2023		Amendment Number: 0

ESTIMATED ALLOWANCE FOR DIRECT COSTS

2. DIRECT EXPENSES

a.	5 Trips (PHX to SOW)	350 Miles	@	\$0.560 /Mile	\$980
b.	25 Display Boards for Public Meetings		@	\$40.00 /Each	\$1,000
c.	1 Misc expenses (approved in advance)		@	\$500.00 /Cost	\$500
PHASE TOTAL					\$2,480



Exhibit A – Scope of Work

Airspace and Instrument Procedure Analysis

For

Focused Planning Study

At

Show Low Regional Airport

Submitted to

Charlie McDermott

Dibble Corporation

April 2, 2023

Version 2.0



Overview

LEAN Technology Corp (LEAN), will assist Dibble Corporation and the Show Low Regional Airport (SOW) by performing an airspace and instrument procedure analysis examining the current and future proposed runway layouts. The analysis will identify the effectiveness of procedures at SOW, conflicts with other airspace users near the airport and mitigations for exploration in future analysis.

The work performed in this SOW is intended to support a Focused Planning Study (FPS) being performed in conjunction with a 25% design. Both the FPS and the 25% design are intended to support either an FAA Environmental Assessment (EA) or an Environmental Impact Statement (EIS) which may require additional airspace and instrument procedure analysis.

LEAN will achieve the analysis to support the FPS in 3 tasks. The first task will examine existing approach and departure procedures at SOW. Analysis of the procedures will be performed using FAA TARGETs and DoD GPD technology with additional traffic pattern analysis performed via GIS. This task will also consider modifications to departure procedures, circling and visual traffic patterns for the elimination of runway 4-22 and introduction of two proposed runway 2-20 layouts.

The second task will examine the airspace surrounding SOW. This task will examine whether the proposed layouts of runway 2-20 will introduce potential conflicts to established airspace users. This task will include review of low altitude airways, military routes, restricted areas and instrument procedures to/from nearby airports. LEAN will use this task to identify mitigations to any conflicts, where possible, or identify areas of additional analysis for a future EA/EIS.

The third task will be used to develop a technical memorandum to document the findings of the airspace and instrument procedure analysis delivered in word/PDF with additional instrument procedure and airspace information available to Dibble and SOW in KMZ or .SHP formats.

LEAN proposes to perform this work as a lump sum, payable on a percentage completion basis described in Exhibit B.

Task 1 Existing Airspace and Instrument Procedure Analysis

In this task LEAN will identify existing visual and instrument approach and departure procedures, circling approach capabilities and VFR traffic patterns which are currently in effect at SOW. LEAN will also analyze how the departure procedures, circling approaches and VFR traffic pattern will change to reflect the closure of runway 4-22 and creation of the proposed runway 2-20.



1.1 Aeronautical and Geospatial Data Formatting

LEAN will gather aeronautical, terrain and obstruction information from the project team, published FAA sources (ADIP, eNASR, CIFP), state/city level GIS sources and the updated AC-150-5300-18B survey performed as a part of the masterplan update. The goal of this process is to produce an accurate version of the airport, NAVAIDs, airspace, instrument procedures and terminal obstacle environment surrounding the airport upon which the airspace and instrument procedure analysis will be performed.

LEAN will collect other published FAA aeronautical information regarding waypoints, instrument approaches, instrument departures, airways, airspace classifications, NAVAIDs and lighting for entry into both GPD and TARGETS.

1.2 Existing Procedure Analysis

LEAN will take the aeronautical and geospatial information from task 1.1 and input it into the Global Procedure Development system (GPD) and the Terminal Area Route Generation Evaluation and Traffic Simulation tool (TARGETS). LEAN will then examine the following existing procedures

1. Obstacle Departure Procedure
2. RNAV (GPS) Rwy 25 with Circling to runways 7, 4 and 22
3. Visual Traffic Patterns for Rwy 7-25 and 4-22

LEAN will evaluate the procedure for compliance with the latest FAA TERPS and PBN rules.

1.3 Future Procedure Analysis

LEAN will modify the procedures evaluated in task 1.2 to incorporate the closure of Rwy 4-22 and opening of 2 potential layouts for runway 2-20. The following procedures will be evaluated in conjunction with the proposed runway:

1. Obstacle Departure Procedure
2. RNAV (GPS) Rwy 25 with Circling to runways 7, 4 and 22
3. Visual Traffic Patterns for Rwy 7-25 and 4-22

LEAN will evaluate the updated procedure for compliance with the latest FAA TERPS and PBN rules.

2 Airspace Analysis

In this task, LEAN will examine the airspace surrounding SOW and the possibility that the new runway 2-20 may create new conflicts.

2.1 Airspace and Nearby Procedure Assessment

LEAN will examine the airspace in the vicinity of SOW for potential conflicts with the visual and instrument procedures identified in Task 1. This will include examination of the following:

1. Approach and departure operations at the following airports



- a. Taylor (TYR)
 - b. White Mountain Lake (21AZ)
 - c. Payson (PAN)
 - d. Whiteriver (E24)
 - e. Springerville Municipal (JTC)
 - f. St John's Industrial Airpark (SJN)
 - g. Winslow Lindbergh Regl (INW)
 - h. Holbrooke Municipal (P14)
2. Low Altitude Airways
- a. IR320
 - b. V528
 - c. V190
 - d. V264
3. MOAs
- a. OUTLAW
 - b. JACKAL
 - c. RESERVE
 - d. CATO
 - e. SMITTY

LEAN will compile the 3D information about these airspace constraints and compare them to the existing and future SOW runway layouts.

2.2 Airspace Conflicts and Resolutions

In the event that any procedure restrictions or airspace conflicts are identified, LEAN will use this task to either propose mitigations or identify areas for additional exploration in a future EA/EIS.

Task 3. Technical Memorandum

This task will be used to create a technical memorandum summarizing the information presented in Tasks 1 and 2. The memorandum will be delivered as a PDF and contain a textual write up of the methods used to perform the analysis, the outcomes of the analysis and any supporting graphics/packages resulting from the instrument procedure feasibility study.

LEAN will deliver a first draft of the technical memorandum for review by Dibble/SOW. LEAN will incorporate and changes, and/or clarify any issues identified during the review before submitting a final version of the tech memo.

Meetings and Travel

There are currently no plans to participate in project meetings and there are no anticipated travel costs associated with the project at this time.



Deliverables

1. Tech memo summarizing the methods and findings from Tasks 1 and 2 in word/PDF format
2. Instrument procedure packages and any obstacle mitigation information in KMZ or .SHP format

Materials Provided by Dibble/SOW

1. Graphical or GIS capable descriptions of the current and future airfield layout
2. GIS capable draft VGA survey results (if available)
3. Graphical, textual, verbal or GIS capable description of obstruction mitigations or modifications (if applicable)
4. Information on future aircraft operators to support analysis in Task 1

Timeline and Milestones

1. Task 1 – 2 Weeks Following NTP
2. Task 2 – 1 Week Following Task 1
3. Task 3 – 3 Weeks to Create Rough Draft Tech Memo Following Task 2
4. Task 3 – 1 Week to finalize Tech Memo

Exhibit B - Airspace and Instrument Procedure Analysis for SOW FPS**Master Contract:** Contract No. XXXXX.XX, SOW FPS**Task Service Order/Name:** 1 -**Submitted By:** Lean Technology Corporation**By:** Paul Hannah**Date** 4/18/2023**Version** 3**LABOR COSTS:**

					
Job Classification		Senior Airspace Engineer	Elect. Engr/Avia tion Engr		
Rates		\$348.75	\$ 191.73		
Task No.	Task Description			Hrs	TOTAL
1	Existing Airspace and Instrument Procedure Analysis				\$ 4,846.14
1.1	Aeronautical and Geospatial Data Formatting		2	2	\$ 383.46
1.2	Existing Procedure Analysis	2	8	10	\$ 2,231.34
1.3	Future Procedure Analysis	2	8	10	\$ 2,231.34
2	Airspace Analysis				\$ 5,857.68
2.1	Airspace and Nearby Procedure Assessment	4	8	12	\$ 2,928.84
2.2	Airspace Conflicts and Resolutions	4	8	12	\$ 2,928.84
3	Technical Memorandum				\$ 2,928.84
3.1	Draft and Final Tech Memo	4	8	12	\$ 2,928.84
	Subtotal Hours	16	42		Total
	Subtotal Cost	\$5,580	\$8,053		\$13,632.66
LEAN TOTAL FEE (Lump Sum)					\$13,632.66

COST ESTIMATE

The total time and materials, not-to-exceed cost for the environmental services that we have proposed for the project in this scope of work are detailed below.

Table 1. Cost Estimate.

Task Name	Labor Hours	Labor Dollars	Expense Dollars	Sub Dollars	Total Budget \$	Total Tax \$	Total Budget \$ with Taxes
Element 1: Project Admin and Management	58	\$ 8,741	\$ -	\$ -	\$ 8,741	\$ -	\$ 8,741
Element 2: No SWCA Tasks	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Element 3: Identification of Federal	6	\$ 867	\$ -	\$ -	\$ 867	\$ -	\$ 867
Element 4: Identification of Agencies	6	\$ 867	\$ -	\$ -	\$ 867	\$ -	\$ 867
Element 5: Focused Planning Study (SWCA Task 5.9 only)	130	\$ 17,176	\$ 322	\$ -	\$ 17,498	\$ -	\$ 17,498
Element 6: No SWCA Tasks	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Element 7: CATEX	4	\$ 672	\$ -	\$ -	\$ 672	\$ -	\$ 672
Element 8: No SWCA Tasks	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Element 9: Public Information Meetings	32	\$ 5,307	\$ 644	\$ -	\$ 5,951	\$ -	\$ 5,951
Element 10: FPS documentation	4	\$ 663	\$ -	\$ -	\$ 663	\$ -	\$ 663
Total:	240	\$ 34,293	\$ 966	\$ -	\$ 35,259	\$ -	\$ 35,259

ASSUMPTIONS

- This project is anticipated to occur over 7 months.
- Dibble will provide electronic design files and/or GIS shapefiles of the project design features, site layout, project limits, and other information as needed for resource review.
- Up to two rounds of review and addressing edits are included in this proposal for any document submittals.
- Any task not expressly described herein is not included in the proposed cost.

Element 1

- Our estimate includes attendance at up to 10, 1 hour-long meetings including a project kick off meeting, up to two (2) FAA monthly meetings, and up to 8 bi-weekly project update meetings with the Dibble team. Costs include attendance at these meetings by the SWCA Project Manager and a staff planner and attendance at up to 2 meetings by applicable SWCA SME, if requested.

Element 5 (Task 5.9)

- Screening of Environmental Resources likely impacted will consist of desktop reviews and reconnaissance level site visits only, no protocol-level surveys, species-specific surveys, field documentation of historic buildings or archaeological surveys are included.
- No air, hazardous materials data review, noise or visual simulations are included in this SOW.
- Access to the project area, if restricted, will be arranged by a client representative.
- This cost estimate includes 1 site visit by SWCA staff to conduct reconnaissance level reviews of the project area and take representative photos.
- Because no archaeological survey will be conducted at this time, this task does not include any costs associated with project registration or curation of project records at the Arizona State Museum (ASM). If project changes occur that require Class III archaeological survey, a separate scope and cost estimate will

need to be prepared to account for fieldwork, report preparation, and fees incurred to conduct survey under SWCA's Arizona Antiquities Act blanket permit (2023-50bl).

Element 7

- Cost estimate under this task assumes Dibble will lead preparation of the CATEX and SWCA will provide up to 3 hours of SME time to provide additional comment or review of CATEX documentation

Element 8

- Costs include attendance at no more than four public information workshops by the SWCA Project Manager or appropriate SWCA SME. Attendance at City Council meetings by SWCA is not included.

EXHIBIT B
BILLING PROCEDURES

The scope of services and fee proposal detailed in **Exhibit A** shall be performed for a **Total Fee of \$241,088.66** for Professional Consulting Services. Any additional work or services, agreed to by both parties in writing, will be tracked and billed on a time and materials basis at the Consultant's published Standard Billing Rate Schedule (attached), above the fee quoted herein.

Consultant shall present monthly invoices for Professional Services earned and Reimbursable Expenses incurred, and Client shall pay the full amount thereof within 30 days after presentation.

Monthly invoices shall be presented to the following:

City of Show Low
180 N. 9th Street
Show Low, Arizona 85901

Attention: Bill Kopp, Public Works Director

Email address: bkopp@showlowaz.gov

Remittances shall be made to the following:

Dibble & Associates Consulting Engineers, Inc.
dba Dibble
3020 East Camelback Road, Suite 201
Phoenix, AZ 85016

STANDARD BILLING RATES (Effective January 1, 2023)

Principal Engineer	\$ 245.00
Senior Project Manager	\$ 225.00
Senior Planner	\$ 215.00
Project Manager	\$ 205.00
QA/QC Manager	\$ 205.00
Senior Engineer	\$ 205.00
Project Engineer	\$ 172.00
Planner	\$ 170.00
Assistant Project Engineer	\$ 139.00
Senior Designer	\$ 147.00
Designer	\$ 126.00
Senior Technician	\$ 143.00
Technician	\$ 119.00
Project Coordinator	\$ 125.00

Land Survey Manager	\$ 190.00
Land Surveyor	\$ 170.00
Project Surveyor	\$ 122.00
Survey Technician	\$ 107.00
Survey Crew	\$ 200.00

Senior Construction Inspector	\$ 145.00
Construction Inspector	\$ 135.00

GIS Analyst	\$ 140.00
Technical Writer	\$ 118.00
Senior Administrative Assistant	\$ 100.00
Administrative Assistant	\$ 85.00
Network Administrator	\$ 115.00
Marketing Specialist	\$ 120.00
Principal	\$ 295.00

Expenses

Mileage, reproduction, etc.	Cost plus 15%
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Overtime Rates

Client authorized	Billing Rate x 1.5
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TASK ORDER E
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED 7/26, 2023

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on July 16, 2019, between **CITY OF SHOW LOW, ARIZONA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

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

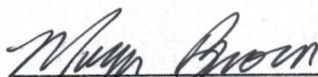
3. **WORK PROGRAM** – Attached

Construct Runway 2/20 (25% Design)

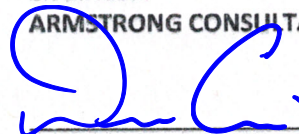
4. **FEES** – The fees will be lump sum accept as noted below.

Project Development	\$8,470
Evaluate Local Conditions (Invoiced per Site)	\$17,400
Preliminary (25%) Design	\$83,200
Planning Support	\$20,210
Elements 1 and 2 – Special Services	
Armstrong	\$6,460
Subconsultants	\$96,510
Engineering Total	\$232,250

SPONSOR:
CITY OF SHOW LOW, AZ


Morgan Brown, City Manager

ENGINEER:
ARMSTRONG CONSULTANTS, INC.


Dennis Corsi, President

**SCOPE OF WORK
SHOW LOW REGIONAL AIRPORT
AIP NO. 3-04-0035-032-2023**

CONSTRUCT RUNWAY 2/20 (25% DESIGN)

1. The construction of Runway 2/20 has been a desire of the City for many years. The 25% design portion of the project is being completed in association with the Focused Planning Study for the project. The intent of the 25% design is to define the limits of the project so that the Focused Planning Study can evaluate the purpose and need of the runway as well as prepare any field studies such as cultural and biological investigations. The Focused Planning Study will provide a document that will be sent to the FAA for review and determination on whether or not the construction of the new runway is warranted and if so what the NEPA requirements will be for the project. The scope of the 25% design will include the following.
 - 1.1. Based on the approved Airport Layout Plan, the appropriate Runway Design Code (RDC) for Runway 2/20 is B-I small, and the appropriate Taxiway Design Group (TDG) for the parallel taxiway is TDG-1A. The pavement geometry design will be in accordance with FAA AC 150/5300-13B. Specifically, Tables G-1, 4-1 and 4-2 will be utilized to determine appropriate pavement geometry and required separations. The precise location of the runway and taxiway system will be evaluated by the Focused Planning Study team (Dibble) and provided to Armstrong for design.
 - 1.2. The preliminary pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 12,500 lbs in a Single Wheel Gear (SWG) configuration. FAA FAARFIELD software and the pavement design AC 150/5320-6G will be utilized for the preliminary design of the pavement section. As this runway is intended for use by light aircraft and it's anticipated that the pavement section will utilize the minimum lift thicknesses for the pavement materials, the preliminary design will be based upon geotechnical information gathered from previous projects at the airport.
 - 1.3. The Engineer will prepare a preliminary grading plan for the runway and parallel taxiway system. The grading plan will include a typical drainage layout for drainage structures. A drainage design (flow calculations, pipe designs, etc.) will not be included in the project.
 - 1.4. This project will require substantial fill material estimated to be on an order of magnitude of 500,000 cubic yards. The Engineer will assist the Focused Planning Study team in finding and evaluating up to three (3) possible borrow sites. Evaluation of the sites will include geotechnical investigations and survey to determine the quality and quantity of the material available at the sight.
 - 1.5. The Engineer will prepare an edge lighting layout for the runway and taxiway system. The layout is intended to identify the light locations and supplementary windcone locations for the project for consideration by the Focused Planning Study team, but will not include construction details or vault improvements.
 - 1.6. This project will evaluate phasing alternatives for the project. The primary evaluation for the phasing of this project will be phasing associated with the Airport Capital Improvement

Program (ACIP). It's unlikely that the FAA will have sufficient funding to complete the new runway and taxiway in one phase. The Engineer will evaluate breaking down the project into separate construction phases that would fit within budgetary constraints.

- 1.7. The Engineer will prepare a construction safety phasing layout for the different phases of the project so that the Sponsor can be aware of the impact to operations.

Estimated Construction Cost is: \$11,000,000

I. PROJECT DEVELOPMENT

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

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor, FAA, and State to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigations.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.
4. Prepare final Scope of Work and Contract.
5. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
 - a. Prepare the following forms: SF424 and FAA Form 5100-100.
 - b. Prepare Project Narrative and Sketch.
 - c. Prepare Preliminary Estimate.
 - d. Prepare the Sponsor's Certifications.
 - e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.

II. FILL SITE EVALUATION

1. Assist in the inventory of local material suppliers, nearby construction projects, and other possible fill sources that could generate the needed fill for the project. The Engineer will assist the Focused Planning Study team in finding and evaluating up to three (3) possible borrow sites. Evaluation of the sites will include geotechnical investigations and survey to determine the quality and quantity of the material available at the sight. This item includes no additional site visits.
 - 1.1 Material source pits will be prioritized by ADOT certified material pits, ADOT or Federal projects with excess excavated material that have already been environmentally cleared, on-airport locations, and new barrow sites located on municipal or private land.
 - 1.2 Barrow sites that have been evaluated and identified as candidate sources of fill will be forwarded to Dibble for secondary evaluation.

III. PRELIMINARY (25%) DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. Prepare requirements for the design topographical survey. Work includes establishing the limits of the work area and developing survey criteria in accordance with FAA design guidance. A surveyor subconsultant will be employed to conduct the topographical survey in accordance with the requirements developed. The Engineer will coordinate the subconsultant's work schedule with airport staff. It is anticipated that the survey work will be done in two (2) phases. The first phase will be a drone survey of the entire runway corridor. The area will be sufficient for the Focused Planning Study team to fully evaluate the preferred length and orientation of the runway. The second phase will be a traditional topographic survey to pick up the pavement elevations associated with the tie-ins of the proposed runway and taxiway with Runway 7/25 and Taxiway A.
2. Prepare requirements for the preliminary design geotechnical investigation. Work includes developing a subsurface boring layout and soil testing regimen in accordance with FAA AC 150/5320-6G for the project site and up to six (6) borrow site locations. A geotechnical engineering subconsultant will be employed to conduct the geotechnical investigation in accordance with the requirements developed. An Engineer's representative will be on-site with the subconsultant for one (1) day during the investigation. The Engineer will coordinate the subconsultant's work schedule with airport staff. Based on preliminary information available for this project, the following is an estimate of the effort required to complete the investigation and associated testing:
 - a. Subsurface Investigation:
 - i. Project Site: Obtain 25 subsurface borings, in areas of cut (11), the borings will be drilled to a depth of at least 10 feet. In areas of fill (14), the drill depth will be twice the fill height, but not less than 10 feet or into competent rock 20 feet.
 - ii. Borrow Sites: Excavate 10 test pits each borrow site for approximately twelve feet down.
 - b. Laboratory Soil Testing:
 - i. Perform the following tests on the samples collected from the subsurface borings for the project site:

Test	Test Standard	No. of Tests
Soil Gradation (Dry)	ASTM C117/C136	6 each
Atterburg Limits	ASTM D 4318	6 each
Moisture-Density Relationship	ASTM D 698	1 each
In-Place Density/Moisture	AASHTO T204/ AASHTO T265	16 each
CBR Testing	ASTM D 1883	1 each

Consolidation Testing	ASTM D 2435	6 each
Soluble Sulfate Content	ASTM C 1580	1 each

- ii. Perform the following tests on the samples collected from the subsurface borings for each borrow sites. This scope includes provision for three (3) sites.

Test	Test Standard	No. of Tests
Soil Gradation (Dry)	ASTM C117/C136	6 each
Soil Gradation (Hydrometer)	ASTM D 422	1 each
Atterburg Limits	ASTM D 4318	5 each
Moisture-Density Relationship	ASTM D 698	1 each
CBR Testing	ASTM D 1883	1 each
Permeability Test	ASTM D 2434/ ASTM D 5856	1 each
Remolded Swell Test	ASTM D 4546	1 each
Soluble Sulfate Content	ASTM C 1580	1 each

3. Prepare project phasing to maximize available funding for the project. The Engineer will coordinate with the FAA to identify budgetary limitations for the project. The Engineer will establish a phasing plan for the project based on the budgetary limitations. The phasing plan will be incorporated into the Sponsor's ACIP for the airport.
4. Prepare an overall Construction Safety and Phasing Layout for each phase of the project identified in item 3 of this section. The layout will identify haul routes, locations of low profile barricades for taxiway closures and closure crosses for runway closures.
5. Assist in the preparation of State Aeronautics grant.
6. Analyze and process topographical survey data. Input raw survey data into computer aided drafting program, develop TIN surface model of existing ground contours, pavement edges, electrical system components, utilities, and any other miscellaneous items. Generate 3D contour model and prepare and process data for spot elevations and grading.
7. Analyze and process geotechnical investigation data. The Geotechnical sub consultant will provide analysis and recommendations for available fill material in the borrow sites, soil stabilization needs on the project, and alternative fill materials (ie. foam blocks) based on the data presented. A pavement design is not included as part of this 25% design project though the data needed for the pavement design will be obtained for future use.
8. Prepare preliminary pavement section design. The Engineer will prepare a pavement section design using existing geotechnical information pulled from previous projects at the airport. The pavement section will be 12,500 lbs in a SWG configuration. The final pavement section will be established during the design phase of the project after the NEPA process is complete.
9. Evaluate local conditions:
 - a. Conduct three (3) design site visit by the Project Manager for familiarity with the site or design meetings with the City.

- b. Conduct four (4) virtual design progress meetings with the FAA, State, and Sponsor. It's anticipated that it will take approximately four months to complete the design elements of this project once the survey and geotechnical information is received from the subconsultants.
10. Prepare preliminary construction plans. Preliminary drawings will be prepared depicting the project intent. The following list of drawings will be used as a guideline.

DESCRIPTION		SHEETS
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	Removals Plan	4 Sheets
d	Plan and Profile	6 Sheets
e	Grading Plan	8 Sheets
f	Typical Sections	1 Sheets
g	Marking Layout	2 Sheets
h	Lighting Layout	6 Sheets
i	Construction Safety and Phasing Plan	3 Sheets
TOTAL SHEET COUNT		32 Sheets

Drawings may be added or deleted during the project if required.

11. Contract documents. Contract documents will not be prepared as part of this Task Order. The contract documents will be prepared in the design phase of the project.
12. Technical specifications. Technical specifications will not be prepared as part of this Task Order. The contract documents will be prepared in the design phase of the project.
13. FAA design Modifications to Standards. Modifications to Standards will not be prepared as part of this Task Order but may be identified during the grading process. The coordination and preparation for the Modifications to Standards will be prepared in the design phase of the project.
14. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
15. Prepare Estimate of Probable Construction Cost. Using the quantities calculated the Engineer will prepare the construction cost estimates for the entire project and each phase determined in item 3 of this Task Order. The estimate will be based on pricing information obtained from previous projects, contractors, material suppliers and other databases available.
16. Prepare Engineer's Preliminary Design Report. During the preparation of the drawings, an engineer design report will be prepared. The report will include the summary of the project, preliminary pavement design, grading report, fill material report, phasing narrative and Engineer's opinion of probable cost for the completion of the project. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.

17. Submit for review the preliminary documents to the FAA, State and Sponsor and solicit review comments.
18. Provide project management and administration services and assist with the monthly grant administration forms:
 - a. Sponsor Quarterly Report
 - b. Standard Form 271
 - c. Standard Form 425
19. Incorporate review comments in project documents and respond as necessary to requests for additional information.

IV. PLANNING SUPPORT

This phase of the project includes tasks associated with participation in the Focused Planning Study portion of the project including administrative coordination, attending meetings, and providing construction estimates. Each activity noted below includes reference to the Focused Planning Study (FPS) scope task for cross referencing convenience.

Activities include:

1. Attend Planning team meetings (virtual) every two week to address questions and measure progress. (FPS Task 1.2)
2. Attend Planning team progress meetings with City and FAA monthly (8 meetings) to address questions and measure progress. This meeting will be facilitated by Dibble as is anticipated to be one hour. (FPS Task 1.2)
3. Provide Planning team with 25% design milestone and task updates for incorporation into their project schedule. (FPS Task 1.3)
4. Provide construction estimates for two alternative layouts of Runway 2/20 and the existing Runway 4/22. (FPS Task 5.7)
5. Attend public workshops (4) and Council briefings (2) to provide the engineering perspective on the project. (FPS Task 9.1, 9.2)

V. SPECIAL SERVICES

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

Activities include:

1. Prepare and submit a Categorical Exclusion (CatEx) package for Focused Planning Study grant.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program annual reporting.
3. Obtaining a sub consultant to provide geotechnical investigations for the project site and borrow sites, and providing related analyses on quality and quantity of fill material.
4. Obtain a sub consultant to provide topographic survey data of the runway corridor, pavement tie-ins for the runway, and the barrow sites.

**MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD
ON TUESDAY, AUGUST 1, 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 7:01 p.m.

2. Roll Call.

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

COUNCIL MEMBERS ABSENT: Councilman Hatch.

STAFF MEMBERS PRESENT: Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Greg Westover, Police Commander; Shane Hemesath, City Engineer; Jacob Allen, Airport Manager; Katie Fechtelkotter, Planner; Steve North, Business Development; Shannon Adams, Grants Coordinator; Kathy Clements, Assistant City Clerk and Rachael Hall, City Clerk.

GUESTS: John Bloom, John Owings, Curtis Fernau, Mark and Rileen Cornelius, Karen and Bruce Hartley, Gary Young, Rob and Debi Thomas, David and Shannon Mayer, Jackie Hobley, Mary Casper, Elena Bustillos, Jason Spear, Margery Hoser, Sid Carlisle, Riala Leech, Robert Baldwin, Norm Gruenberg, Francis and Carolyn Reed, Eric Neitzel, William Lipscomb, Brian Whitfield, Bill and Connie Wegeng, Connie Bertuglia, Russ Alimena, Madeline McDonald, Ken and Terry Munn, Charlie Whod, Jeanne Blum, Allan Chernak, Brenda Hogarth, Peter and Janis Pikulin, Jan and Bill Skibbe, Lynn and Greg Hope, Diane Martinez, Gail and Marshall Kotterman, Larry Garrison, Steve Skibo, Hugh Kane, Mark and Terrell Broner, Johnny and Dee Johnson, Janet Valentine, Dena and Darcy Hobbs, Michael, R.S. Alimena, and others.

3. Invocation.

Councilman Judd gave the invocation.

4. Pledge of Allegiance.

Councilman Clark 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.

None.

6. **CONSENT CALENDAR:**

- A. Consideration of Award of Construction Contract to Pavex Corporation for LED Runway Lighting for Runway 7-25, Show Low Regional Airport. (Jacob Allen)
- B. Consideration of Acceptance of Federal Aviation Administration Airport Improvement Program Grant Agreement for Crosswind Runway Focused Planning Study Including 25% of the Runway Design. (Jacob Allen)
- C. Consideration of Minutes of Show Low City Council meetings:
 - (1) Regular Meeting of July 18, 2023.

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

7. **NEW BUSINESS:**

- A. **PUBLIC HEARING** – Application Submitted by Theresa June Morse, Charles Bradley Whitfield, and Tara Renee Chambers for #7, Beer and Wine Bar Liquor License on Behalf of Deuce of Clubs Thunder Raceway for its Location at 4701 East Deuce of Clubs, Show Low, Arizona. (Rachael Hall)
- B. Consideration of Application Submitted by Theresa June Morse, Charles Bradley Whitfield, and Tara Renee Chambers for #7, Beer and Wine Bar Liquor License on Behalf of Deuce of Clubs Thunder Raceway for its

Location at 4701 East Deuce of Clubs, Show Low, Arizona. (Rachael Hall)

Ms. Hall said Theresa June Morse, Charles Bradley Whitfield, and Tara Renee Chambers, representing Deuce of Clubs Thunder Raceway, submitted a new application for a #7, Beer and Wine Bar, Liquor License for its location at 4701 East Deuce of Clubs.

Ms. Hall said the property was posted as required by state law, and no public input was received.

Ms. Hall said the Show Low Police Department conducted background checks on the applicants and found nothing amiss. The Department of Liquor Licenses and Control conducts its own internal investigations and background checks. Based on the investigator's findings and the recommendation of the City Council, the State Liquor Board would decide whether to approve or deny the application. If the City Council chose to recommend denial of the application, the motion must state the reasons for denial.

COUNCILMAN ALLSOP MOVED TO RECOMMEND APPROVAL TO THE STATE LIQUOR BOARD OF THE APPLICATION SUBMITTED BY THERESA JUNE MORSE, CHARLES BRADLEY WHITFIELD, AND TARA RENEE CHAMBERS FOR #7, BEER AND WINE BAR, LIQUOR LICENSE ON BEHALF OF DEUCE OF CLUBS THUNDER RACEWAY, 4701 EAST DEUCE OF CLUBS, SHOW LOW, ARIZONA; SECONDED BY MAYOR LEECH; PASSED 6 TO 0 WITH MAYOR LEECH AND VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, AND JUDD VOTING IN FAVOR.

Mayor Leech moved Item 7-D (Acceptance of Grant Funds) to this point in the meeting.

- D. Consideration of Acceptance of Grant Funds from Utilities' Grant Funding Program for Coal-Impacted Communities and Authorization of Associated Budget Transfers. (Steve North)

Mr. North said staff presented the Five-Year Economic Development Plan for Fiscal Years 2024 to 2028 at the April 18, 2023, Council Meeting that was subsequently approved. In that plan, under Goal 5: Entrepreneurial Development, were strategies that established a business incubator and commercial kitchen to cultivate and nurture entrepreneurs and small businesses in Show Low.

Mr. North said staff applied for and received funds from the Utilities' Grant Funding Program in the amount of \$25,000.00 to help fund a feasibility

study for a business incubator and commercial kitchen in Show Low. The City would contribute an additional \$5,000.00 (approved in the Economic Development Budget for Fiscal Year 2024) to cover the total \$30,000.00 cost of the feasibility study.

Mr. North said staff believed this was a necessary first step in realizing the strategies outlined in the approved Show Low Economic Development Plan for Fiscal Year 2024-2028 and recommended accepting the grant funds from the Utilities' Grant Funding Program for Coal Impacted Communities in the amount of \$25,000.00 and authorizing the associated budget transfers.

COUNCILMAN JUDD MOVED TO ACCEPT GRANT FUNDS FROM THE UTILITIES' GRANT FUNDING PROGRAM FOR COAL IMPACTED COMMUNITIES IN THE AMOUNT OF \$25,000.00 AND AUTHORIZE THE ASSOCIATED BUDGET TRANSFERS; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH AND VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, AND JUDD VOTING IN FAVOR.

- C. Consideration of Appeal of Conditional Use Permit 602-04-261 Submitted by Jason Spear to Allow for Recreational Vehicle Resort on Property Located at 100 East Owens/201 South Central Avenue, Show Low, Arizona that Being A.P.N. 210-13-001F. (Katie Fechtelkotter)

Ms. Fechtelkotter said Jason Spear approached the City about putting an RV Park on the 20.55 acres at 100 East Owens/201 South Central Ave, A.P.N. 210-13-001F. The property was zoned C-2 General Commercial. While zoned General Commercial, an RV Park required a conditional use permit per City Code. (19.70.110)

Ms. Fechtelkotter said General Commercial zoning had many permitted uses, including a hotel or motel, bowling alley, public transportation depot, grocery store, and retail sales, including a big box store or RV sales. (19.70.090). A permitted use would not need to go to Planning and Zoning or before Council.

Ms. Fechtelkotter said that once an application for a conditional use permit was submitted, the City was required to give notice by posting notices on the property and sending notices to property owners within 300 feet. Notices of the hearing for the conditional use permit were posted on both McNeil and Central, which was more than required. Over 60 letters were sent to affected property owners' addresses on record with the Navajo County Assessor, including 34 letters to property owners in Timber Ridge,

eight in Westwood, three in Pine Haven, and a letter to the Pine Haven Property Owners Association.

Ms. Fechtelkötter said that on July 25, 2023, the Planning and Zoning Commission met to discuss Conditional Use Permit 602-04-261. Six Commission members were present (Vice Chairman Lewis was absent). Staff, including the City Engineer, were able to address the Commission and answer questions about the project. The Spears and Mike Fish were able to address the Commission and answer questions about the project. The public was able to address the Commission with their concerns. Following approximately two hours of discussion and public input, discussions centered on traffic, impacts on property values, safety issues, and other possible locations. The Commission voted 6 to 0 to approve CUP 602-04-261, subject to staff recommendations of:

1. All development shall comply with all applicable federal, state, and local requirements, including permit, sign, landscaping, Fire Code, and Arizona Department of Transportation (ADOT) requirements.
2. All interior driveways shall have a minimum width of 24 feet. All driveways and interior parking areas shall be surfaced in accordance with City Code and shall meet the minimum loading requirements outlined by Timber Mesa Fire and Medical District.
3. Plans for construction, including grading and drainage, shall be done by a registered Civil Engineer, and submitted to the City for review and approval prior to the commencement of any site work. The detention pond shall be developed with the first phase of the project for the entire development.
4. There shall be additional landscape/screening installed along the east side of the subject property.
5. Lots 147 through 152 shall be screened with a solid material fence from all rights-of-way.
6. The right-of-way adjacent to the subject property shall be landscaped according to City Code and shall be maintained.
7. Parking and lighting shall meet all requirements of City Code Chapter 19.105. All lighting shall be fully shielded from adjacent properties and rights-of-way.

And the following additional conditions added by the Commission:

1. A meandering asphalt or concrete trail constructed and approved per City standards be considered instead of an attached sidewalk along Central Avenue.
2. The RV Park operations be limited to a 21-day stay, exclusive of the park hosts.

3. In addition to the staff recommended fencing, solid six-foot fencing be required along the north and east boundary.
4. The sidewalk or improvements along Central Avenue, including curb, gutter, sidewalk, or trail, be constructed 50% with the proposed Phase One and 50% with the proposed Phase Two.
5. The entrance off Central Avenue be constructed as a part of the requirements for obtaining a building permit for Phase Two at the latest.
6. Park operations adopt a two-vehicle, eight-person maximum per RV spot.
7. A traffic study be completed, focusing on the impact on Owens and whether a left turn lane would be needed for entry to the RV Park coming off Central Avenue;
8. An assurance, similar to a subdivision development assurance per City Code, in an amount of 100% of the public infrastructure costs to the City to ensure that each phase could be completed.

Ms. Fechtelkotter said that on July 26, the City Clerk received one appeal from Bill and Jan Skibbe. On July 31, 2023, a supplement to the appeal was received. A copy of this notice of appeal was provided to the Council. City Code Title 19.20.080 addressed the process for appeals of conditional use permits and was attached. Per Code, an appeal was scheduled at the next available council meeting.

Ms. Fechtelkotter said that per City Code, the Council may uphold the Commission decision to issue CUP 602-04-261 with no changes to the conditions of approval, uphold the Commission decision to issue CUP 602-04-261 and modify the conditions of approval, deny CUP 602-04-261, or elect to set the matter for a public hearing. The Council was not bound by the record of the Commission's findings and/or decision in reaching its decision. The Council's decision was final and would become effective immediately.

Ms. Fechtelkotter said the conditional use permit only begins the process. As with any project, there were additional reviews and requirements by the City as the project moved forward.

Ms. Fechtelkotter said the Planning and Zoning Chair wanted to address the Council.

Council Adams asked Ms. Fechtelkotter when the property was designated commercial property. Ms. Fechtelkotter said the property was designated as commercial on September 7, 1993.

Council Adams asked what the property was designated when the Sawmill was on the property. Ms. Fechtelkötter said it was designed residential.

Councilman Allsop asked for clarification on the property's zoning designation when the sawmill was there. Ms. Fechtelkötter said the property was zoned R1-15, single-family residential, 15,000 square foot minimum lot size. The City did not have a modern zoning code until about 1979 and applied blanket zoning to different areas. In the early 1990s, the City did a comprehensive rezoning to clear up some inconsistent zoning areas. That process included this property.

Mr. Barlow, Planning and Zoning Chairman said that this particular item had generated a lot of public interest, and he wanted to take this opportunity to provide a summary of the Commission's perspective on the Planning and Zoning meeting and the Commission's decision regarding the approval of the conditional use permit.

Mr. Barlow said the Commissioners heard a range of information and statements from staff, the applicant, and members of the public. The Commissioners appreciated the number of people who attended the meeting and gave their input on the development. The Commission understood that the property was a large parcel in town, and it was a substantial proposed development and would generate a lot of interest, especially for the proposed use.

Mr. Barlow said the Commission felt that it was important to think about how the City would grow and develop and that it be done in a smart and thoughtful way. To do a good job, the Commission needed to hear the concerns and thoughts from members of the community about the proposed development. It was also a good opportunity to hear from the Commission members regarding their concerns, as many members of the Commission had concerns about this development.

Mr. Barlow said that given the subject parcel's zoning and an RV Park being allowed as a conditional use in this zone, the Commission felt that the fundamental use presented was compatible with City Code. However, the Commission felt that additional conditions were warranted to mitigate the impact on the adjoining properties and the local transportation network. As part of the approval of the conditional use permit, the Planning and Zoning Commission imposed several conditions, which Ms. Fechtelkötter listed.

Mr. Barlow said he wanted to provide some context on the Commission's thought process regarding the additional conditions in addition to the ones recommended by staff. The Commission agreed that the staff

recommendations were an appropriate starting point based on the proposed development type. Based on the concerns that were expressed at the Planning and Zoning meeting, the Commission felt there was an opportunity for additional conditions to assuage some of the concerns of the public and to encourage this development to be something that would be compatible with what people would like to see in the City.

Mr. Barlow said the Commission added eight additional conditions. The first and foremost was the traffic study to quantify the local impact on the transportation network in that area. The Commission felt that providing some hard numbers to the City engineering staff as they reviewed the final project plans would allow staff to best review this type of project, minimize the impacts to the surrounding transportation network, and identify any possible improvements that might need to be made through the process. Many of the members of the public were particularly concerned about the traffic impacts, so the Commission wanted to make sure that the traffic study was one of the conditions.

Mr. Barlow said some of the concerns from the Commission were that the project would potentially get started and then be left unfinished as it was a substantial project located in the center of town. The Commission wanted some conditions to help ensure that the project would be completed once it was started. So, the Commission added assurances as a condition for each phase to help ensure that the project and infrastructure improvements would be completed within the two main phases of the project.

Mr. Barlow said the Commission also had a couple of conditions regarding the park operations, including a two-vehicle maximum in the 21-day stay limit. The applicant stated they wanted the RV Park to be a short-term rental opportunity, and the Commission felt it was a more appropriate use than something long-term. So, the Commission wanted to see that continue with the property and built that into the conditional use permit if the park changes management for owners. This condition ensures no opportunity to change those requirements moving forward.

Mr. Barlow said the Commission wanted the option of a detached trail. The applicants were planning some trails, and the Commission wanted to tie that into the improvements that would be required along Central Avenue, similar to what the City had done along 16th Avenue.

Mr. Barlow said he wanted the Council to have a little background about the Commission meeting while they deliberated and made a decision. The Commissioners understood that the ultimate decision rested with the

Council, and they might have different thoughts regarding the appropriate action on the conditional use permit.

Vice Mayor Kakavas asked Ms. Fechtelkötter what the density would be on a property this size, as hotels and motels were allowed without a conditional use permit under the commercial zoning. Ms. Fechtelkötter said the density for a hotel and motel depends on the total size of the property. The property was 20.55 acres, so something similar in size to the Hampton Inn could be placed on the property.

Vice Mayor Kakavas asked about apartments. Ms. Fechtelkötter said quite a few apartments could go on that property. Without a conditional use permit, up to ten apartments could be placed there at 3,500 square feet per unit.

Councilman Adams asked if one of those projects could be built without coming to Planning and Zoning or City Council. Ms. Fechtelkötter said, yes, a motel, hotel, or apartments under ten units could be permitted without going to Planning and Zoning or City Council.

Mayor Leech asked Mr. Spear to address anything not covered in last Tuesday's Planning and Zoning meeting.

Mr. Spear thanked the Council and the community for their time and for voicing their concerns. He said that at the Planning and Zoning meeting, they presented an RV Resort, which should not be confused with an RV Park. The resort would have about 150 sites and was designed to be well above the space requirements for each site at 40 feet by 50 feet. City Code requires 1,400 square feet.

Mr. Spear said the goal in designing this park was to design it so that it was aesthetically pleasing to the City and community members. Some investors wanted to reduce the size of the spaces and put in more sites, but Mr. Spear said that was a hard no. They did not want the RV Resort to be a congested area. They also wanted it to be something other than a long-term stay or an ugly eyesore to the community.

Mr. Spear said they had looked at several other properties and determined this was the best location. Also, the property's topography allowed for the opportunity to build spaces on top of the hill and reserved the property along Central Avenue as an open and natural space for the community to use.

Mr. Spear said that growing up here, he spent a lifetime resisting change. He was here when there were 2,500 people in the community, and

everything that came in was heartburn. So, when they were approached to pursue this project, he thought of how it could be done so that they would preserve as much of the City's aesthetics as possible.

Mr. Spear said the property on Owens would have a six-foot wall to conceal any RV spaces along that side. Three sides would be fenced along the east and north sides, and hundreds of trees and other vegetation would be added. The goal would be that no one could see their neighbor while in the park. It would add a certain space and comfort to each site. The goal would also be that the community members would not see those spaces.

Mr. Spear said the community could use the recreation space and open space along Central Avenue without fees. A trail system and dog parks would be built, and community members could use them.

Mr. Spear said that when his investors approached him about adding more spaces to make more money, they were told no. The plan was to preserve the natural space of the community while offering a resource to their visitors. Mr. Spear said that as someone who grew up here, he wanted to reduce the impact on our forests and hoped a resort such as this would help reduce that impact.

Mr. Spear said that last week the community members spent a lot of time on traffic, traffic impact, and how the traffic would come through their neighborhoods. There were opportunities to minimize that impact. There were 150 spaces, but 150 vehicles would not be coming in or leaving all at once. There was a staggered 21-day policy. Visitors could enjoy the park for 21 days, and then they must leave. That would prohibit people from setting up home sites, putting up pink flamingos, porches, and trashing the area. They used this model in many of their other parks and managed and operated them successfully.

Mr. Spear said there would be a two-vehicle maximum per site. That meant one RV unit and another travel vehicle. If a trailer could fit in with an RV unit, that would count as one vehicle. Also, each site would have an eight-person maximum limit. These conditions reduced the impact on the area.

Mr. Spear said the goal was not to produce an eyesore or to overwhelm the space. The goal was to produce a product that visitors and community members enjoyed in a safe and ethical manner. The mission was not to produce an RV Park but an exclusive resort with limited stay time and occupancy. Occupancy would be rotated in such a manner that would reduce the impact on the City.

Mr. Spear said they had proven this model worked in several parks, and it would work here. They were very excited about this project and turning what could be a box store or set of condos into something that looked nice, something that the community could enjoy.

Mayor Leech asked Mr. Spear if the 21-day limitation was standard and how it compared to the 14-day limitation the forest service used. Mr. Spear said federal property had a 14-day limitation; private property could have permanent stays, month-to-month, week-to-week, or day-to-day options. They found that the model they were using was used at Show Low Lake. The 21-day stay limit was just long enough to produce a reasonable income but also reduced the risk of somebody staying longer and causing problems. It was that tipping point between a federal park and privately owned parts that were month-to-month.

Vice Mayor Kakavas asked Mr. Spear about his experience with an RV Resort versus an RV Park. Mr. Spear said they did not operate any RV Parks. A traditional RV Park stacked vehicles on top of each other, putting as many units as possible in that space. Mr. Spear said they would not do that. It was not part of their mission. They operated federal, state, and local campgrounds throughout the West. The federal campgrounds were limited to a 14-day stay. The state and local camp areas had been turned into 21-day stay limits. They were seeing really good results.

Councilman Allsop asked if they had an appearance, vehicle age requirements, or code for RVs that would utilize the RV Resort. Mr. Spear said they did not have a specific policy. In operating these units, they learned that if they produced a quality product, they could price it to match the park's quality, automatically weeding out older, run-down RVs. The Park's rate was projected to start at \$70.00 per night, which was a little steep. People with outdated models would not pay \$70.00 per night.

Councilman Adams asked Mr. Spear how many parks they managed. Mr. Spear said they managed about 200 parks in five different states. Councilman Adams asked if those sites were similar to this RV Resort. Mr. Spear said they were different. Some sites had five or six spaces, some had dry camping only, and others had full service, full hook-ups, and everything in between. So, yes, some were very close to this project, but most were outside of that.

Councilman Judd asked for Mr. Spear's sense of traffic patterns into and out of the RV Resort. Mr. Spear said Fridays were heavy coming in, and Sundays were heavy with people leaving. It was thin and sporadic during

the week. They typically had seven months of high volume, and it slowed down in the winter. They would also expect to be fully occupied on Holiday weekends.

Vice Mayor Kakas asked how Mr. Spear would compare this project to Fool Hollow. Mr. Spear said they used Fool Hollow Lake as their standard for what they were trying to do in this area. Fool Hollow had a year's waitlist. He said people stay up until midnight to call in for their reservation for the same day the following year.

Mr. Spear said Fool Hollow was very well maintained, one of the best maintained he had visited. It had paved access, full hookups, multiple hosts to attend to the guests, and check-in and checkout stations. The RV Resort would mimic a lot of that. As people enter the park, they would check in with the station and may get escorted to their site. Mr. Spear did not know the number of sites in Fool Hollow, but there were a lot. He thought their project was comparable in size and operation.

Mayor Leech asked how the RV Resort density compares to Fool Hollow. Mr. Spear said in some respects it would be similar. They would build 2,000 square-foot sights, which were above standard for these types of parks. There would be 10 by 50 foot landings for their motorhome and an additional parking space on each side.

Councilman Allsop asked what the allowable maximum length for an RV was. Mr. Spear said the policies would define the maximum length, but they only had 50-foot deep sites with 10-foot spacing buffers. A guest could pull a 40-foot vehicle in there and have plenty of space, but if a guest extends past that, the resort would have to pass on the reservation.

Councilman Allsop asked how they came up with the eight-person maximum. Mr. Spear said eight was determined through other use studies with the goal of not breaking up a family unit. Eight was a good number; four was too small, and ten at a site was too many.

Vice Mayor Kakavas asked if there was a curfew within the rules and regulations. Mr. Spear said one of the concerns at the last meeting was noise and generator usage. Each one of these sites would have full hookups, so there would be no generator usage. The noise ordinance would follow City Code.

Mayor Leech asked what the policy was for dealing with someone running a generator. Mr. Spear said power was included as a part of the nightly fee, but if someone decided to run a generator, the Camp Host, who would be on-site 24 hours a day, would address the generator use.

Vice Mayor Kakavas asked how the curfew related to music and other noise. Mr. Spear said the curfew would follow the policy used in the other parks, which was 10:00 p.m.

Mayor asked Ms. Fechtelkotter when the traffic study was going to be done. Ms. Fechtelkotter said the traffic study would be part of the permit review process, and the traffic impact study must be submitted when the permit was submitted. The City Engineer would review the study.

Mayor Leech asked how a traffic study was done. Mr. Hemesath said the traffic analysis would be done while the construction plans were being developed because if improvements were needed on Central, those needed to be part of the construction plans for the RV Park. Trip counts would be generated, some understanding of how often people would be going in and out of the facility, and counts would be done on Central and the new Owens Road. Staff would use the engineering guidelines and principles of behavior. There were specific requirements of what triggers a left turn or right turn lane and stop signs, for example. Based on counts, the projected development, and trips that the project would generate, staff would work through analysis to see what was warranted to be required to include in the plan.

Councilman Judd asked how a traffic study done right now accounts for the impact of traffic in the future once the project was built. Mr. Hemesath said the study would be based on the projections of how much business the development would generate and the number of vehicles going in and out daily. Staff would use larger vehicle traffic analysis to account for the RVs.

Mayor Leech asked if the public would be invited to the next steps in the development process and wanted to know what the next stage was. Mr. Hemesath said yes, the public would be invited, and the next step was project development. The developers would have their engineers and traffic people build their plans and traffic studies which would be submitted to the City for review. Staff would comment on those plans and approve what would be built when they apply for the construction permit. Mayor Leech said he wanted to ensure the public was still involved in the process.

Vice Mayor Kakavas asked if the drainage study would be at the same time as the traffic study. Mr. Hemesath said absolutely everything would be part of building those construction documents, including site grading, drainage, sewer, and water reports. All these requirements must meet City Code and FEMA floodplain crossing requirements.

Councilman Allsop asked if the current roadways were wide enough for right and left-hand turn lanes without adding any additional paving. Mr. Hemesath said it was a wider roadway, but additional asphalt might be needed to get the required width.

Councilman Allsop asked how long it would take to widen the roads and if the project would be open before the road improvements were made. Mr. Hemesath said improvements were required and triggered by the traffic study and would be part of the park's first phase for the Owen's entrance. The Central Avenue entrance would be built as part of the second phase. If improvements were needed on Central Avenue for that entrance, those improvements would be made when that phase was built.

Mayor Leech asked if the property needed to be purchased by the project developers before they could move to the next phase. Mr. Hemesath said that, at this point, the Council was talking about the conditional use permit. Before construction started, a lot of engineering still needed to be done regarding water, sewer, and access.

Mr. Spear asked to address the Counsel's concerns about RV traffic stacking up on Central Avenue. He said the park design included a 35-foot entryway off Central Avenue and went approximately 300 feet into the park. There was also 7,500 square feet of temporary parking for disconnecting and meeting the hosts. There was also 25,000 square feet designated for a commercial building with a parking lot so vehicles could pull off the roadway into the park and reduce congestion out on the road.

Councilman Adams asked if the parking waiting area Mr. Spear mentioned was part of phase one. Mr. Spear said there was a parking waiting area off Owens in the first phase. The parking area he referenced was in phase two. The project had two staging areas.

Councilman Adams asked when construction would start on phase two. Mr. Spear said they hoped to start phase one within the first 180 days of closing. Phase two was estimated to start 100 days after the completion of phase one. The goal was to have phases one and two operational by the spring of next year.

Mayor Leech opened the matter for public hearing.

Norm Gruenberg, 2nd Street, Show Low Arizona, said he wanted to bring to the Council's attention the plan for 150 spaces times eight people in a concentrated land area. Many visitors would be junior searchers, hunters, and explorers, venturing into the neighborhoods. He said he was

speaking from experience. A park came in and presented itself wonderfully. When it did not make a profit at \$70.00 a night due to too many empty stalls, the price was lowered, as was the standard of quality of vehicles and people coming in, which lowered the neighborhood value. He stated concerns regarding property valuation and early check-ins.

Marshall Cotterman, 1150 South 6th Drive, shared concerns regarding traffic and the impact on the sewer system, the water system, and the power grid.

Diane Martinez, 540 North 8th Avenue, said she knew the Council was concerned about the future of the City and appreciated that. A beautiful RV Park in the City would be nice if it were in the right place. She believed there was a better place for an RV Resort. The elementary school was up the street, and the Junior and Senior Highs were nearby. She wanted to preserve the downtown area. She knew the traffic would be a problem. The RV Park was something the Council and developers should sit back and consider. Their guests would be happier in a well-established treed area instead of being here instead of looking at the Deuce all day long.

Pete Whipple, 1000 East Owens, said he opposed this project. It was not needed in the center of Show Low. The people living in the center of Show Low deserved more. He was opposed to this project. He believed people did not want to camp in the middle of Show Low.

Mr. Whipple said he was concerned about the flooding and the archaeological aspect of the land. There was a large ruin in Show Low. The Indians lived in this area. He had concerns about the environmental and archaeological impact of the proposed site.

Larry Garrison, Timber Ridge, said he was here for two accounts, one as a private citizen and the second he was the associate pastor at Calvary Baptist Church. It was stated that construction would occur at the top of the hill, close to Calvary Baptist Church. The statement was also made that most guests would be leaving on Sunday. The noise from diesel engines, side by sides, quads, and everything else while trying to get some preaching done raised concerns.

Mr. Garrison had concerns about dealing with the high traffic near the local schools. He asked that the Council be concerned about putting this project in such close proximity to children.

Sid Carlisle, 691 South Mountain Pines Avenue, said his family had been here for almost one hundred years. He said one thing this community

should be focused on more than an RV Park would be bringing in businesses that would lure more people like health care workers. He stated concerns about the location of the RV Park.

Mr. Carlisle stated concerns regarding traffic. People were now cutting through Sierra Pines to get to State Route 60 because Woolford and Whipple were already congested. Drivers were also cutting through Pine Haven right now. He asked if the developer had a plan for the travel route for their guests coming in.

John Owings, 3380 Timber Ridge Loop, said he had concerns about the traffic. He moved here 17 years ago, and traffic had tripled in that time. The RV Park sounded wonderful, the kind of place he would like to stay, but it belonged somewhere other than the middle of town where all the travel trailers and motor homes would slow traffic.

Greg Hope, 540 South Mountain Pines Avenue, said his back deck faces where the park was proposed to go. Traffic was horrendous already, and he could not imagine how bad it would be with the RV Park. The RV Park belonged somewhere else and should find another place in Show Low where it would be much better suited.

Mr. Hope said dust and drainage were big concerns. The proposed RV Park was planning on having interior gravel roads. They should have to pave the interior roads with curbs and gutters. There would also be a lot of dust stirred up by not just the RVs but by quads, side-by-sides, and motorcycles. People would not drive these vehicles slowly and regulating them took a lot of work. These vehicles would add to the noise pollution.

Mr. Hope said he had spent many years building and maintaining roads. He wanted to make the point that gravel and silt migrated to the paved roads when gravel roads were joined with paved roads, as proposed. He also had concerns about the water flow and erosion from the proposed site becoming an issue.

Mr. Hope asked the Council to keep in mind that the proposed RV Park had a high probability of causing a public nuisance and reducing property values. He asked that the Council give this serious and fair consideration.

Russell Alamina, 81 Timber Ridge Loop, said he was concerned about the pollution underneath the property. He also said the intersections could not handle the turning radius of these vehicles. He said this was a wonderful plan but belonged in an outlying forested area, not in the City. The RV Park imposed a burden on the traffic infrastructure and community. He wanted to see a community field for the public to enjoy at this location.

Mitch Jordan, 200 West Aspen Trail, said he was concerned with toy haulers and people bringing their ATVs, motorcycles, and go-peds. People would exceed the two-vehicle limit. He said that adults and kids were already driving these vehicles, which were not always licensed, through his subdivision every weekend, and something needed to be done about it.

Bill Skibbe, 721 South Pine Haven Drive, said he had concerns regarding the visibility of RVs from the road and potential contaminants on the land from the sawmill that used to be on the property.

Curtis Fernau, 621 South Mountain Pines Avenue, said he was concerned about the traffic and that there was no left-hand turn light from the Deuce of Clubs onto Central Avenue. The RV Park was needed but not in the middle of Show Low. He said he was surprised and dismayed at the Planning and Zoning meeting when one member said they did not think it was a good idea and another said they were glad it was not next to them did not vote against the RV Park. He was surprised by the unanimous vote.

Mr. Fernau said he did not want a poor-quality RV Park next to his house, one with gravel roads. The developers referred to the RV Park as a resort, but Mr. Fernau felt that what they had presented did not meet the standard of an RV Resort.

Bob Baldwin, 2451 Silver Oak, said that change was inevitable, and people expected that. However, it was the traffic and congestion people were concerned about, and they were losing their patience and becoming angry with it. He said everyone needed to be patient with each other and accept that change was coming and be part of the amicable solution.

Mr. Baldwin said life was 80% planning and 20% execution. He needed to be convinced that due diligence was part of the planning process. He said that having a six to zero vote without asking some of the questions people had asked in the meetings was startling.

Alan Shermack, 141 W. Owens, said that when he purchased his property, it was his understanding that West Owens was not a thoroughfare, but it had become one since it was connected with Horne Chevrolet. Now the road had tractor-trailers using it, and they were not quiet. Traffic would become heavier with the RV Resort as satellite maps would direct travelers to use that route as the straightest route to the park. The RV Park would be a major traffic hazard.

There being no further input, Mayor Leech closed the public hearing.

Councilman Allsop asked Mr. Spear about the intention of paving the roads inside the park. Mr. Spear said they agreed to pave the entrances to the park up into the parking area. The two roads between the sites would be compacted gravel.

Councilman Allsop asked if they could pave the roads inside the park if that was standard. Mr. Spear said it would have to be done in a phased project.

Councilman Allsop asked what would happen if the RV Park did not fill at \$70.00 per night. Mr. Spear said they agreed on some of this already at the Planning and Zoning meeting with some of the required conditions. One of them being the conditions that would transfer with the property. The subsequent owners would have to operate under the same conditional use permit. The goal was to manage this project for many, many, many years to come.

Mike Fish, General Partner, said they wanted to set a standard and were not building a local RV Park but a resort-style park. He said they were going into this park debt free. If there was a problem and the park did not produce as expected, they would not have to reduce the quality of the park to keep it open and running.

Councilman Judd asked the City Manager and City Attorney what if the Council were to deny the conditional use permit. Ms. Atencio said the Council members had the option to deny the conditional use permit, but there could be consequences later that could arise because of that decision.

Mr. Brown said that even if the Council did not approve the conditional use permit, the property would still be zoned Commercial. There were still uses that could be permitted there, such as a hotel, grocery store, and other things that would not require a conditional use permit.

Mr. Brown said the City was not pushing this project. People came to the City wanting to develop a property and asking what uses could be done on a property based on the City Codes. Developers met with the City's Planning and Zoning Department, had a pre-application meeting, and reviewed the code and the process of what could happen. The developer must decide to proceed with the project and present their plan.

Mr. Brown said some proposals, such as this, were required to go to the Planning and Zoning Commission and have a hearing and conditional use

process. There was nothing that was skipped or done irregularly. The Planning and Zoning Commission heard the neighbors and put conditions in place. They added eight more conditions. After that, it was appealed and was now in front of the City Council.

Mr. Brown strongly advised that if the Council were to deny the conditional use permit, they had to have a good legal reason to deny it because people had certain property rights on their property. When homeowners wanted to build a house on a particular property, they had the right to do that. On a commercial property, people had a right to develop it under the current City Codes.

Mr. Brown said the City understood there would be some impact on the neighborhood and conditions would be applied to the permit, but it would be tough to deny something already zoned for commercial use. That was why Planning and Zoning voted for the project unanimously because the project met the zoning and added conditions to the project. Now it was up to the developer to meet those conditions.

Mr. Brown said he heard people say there might be archaeology or hazardous waste issues on the site. It was up to the developer to follow all local, state, and federal requirements for every permit before the City. If hazardous materials were found or it was determined to be an archaeological site, the developer had to follow state law. They could not get around that. Most developers were aware that if they found something hazardous, they would have to deal with it.

Mr. Brown said if the Council were to deny the conditional use permit, the zoning would stay the same, and approved uses could still be built there. He said he understood people were unhappy with an RV Resort, but other things could go in there that would not even go through this process.

Mayor Leech said the difference between an approved commercial project and one that required a conditional use permit was if a developer wanted to build an approved use project, such as a motel, it would not go to the Planning and Zoning Commission for approval. He said he liked this process as it allowed for conditions to be added to the project. He asked if other conditions should be added to the RV Park.

Mayor Leech reiterated that this was only the first phase of the process. The developers still needed to look at the dirt and see if they could build on it. The Council was here to make sure that all the desired conditions were in place that the developer had to meet.

Councilman Allsop said that once the conditional use permit was approved, it wouldn't change anything on the property. It would move to the next phase to complete the various studies. He asked the City Manager that once the studies were done if the project would come back to the City for review.

Mr. Brown said that once the conditional use permit was approved, it would be up to the developer to come back to the City with the preliminary plan. Once it was received, the development would go back to the Planning and Zoning Commission for review and then back to City Council.

Councilman Allsop asked if Mr. Spear would be willing to put asphalt of some type inside the park. Mr. Spear asked if that was standard protocol for these developments or if it was specific to this project.

Ms. Fechtelkötter said the City Code did not necessarily require paved roads within the park. However, gravel or cinders would not meet the requirements. Recycled asphalt could be used as it would not get dragged out onto the roads. There had to be a hard compacted surface for fire trucks and the type of vehicles that would be using the park.

Councilman Allsop said recycled asphalt had been used in City projects but had resulted in potholes. This would create an issue within the park. Mr. Spear said they had already stipulated to pave the entryways and remain within the City Code for the rest of the park. The roads would be built to meet the demands of the vehicles there.

Councilman Allsop asked what the speed limit was inside the park and if the property manager would enforce the speed limit for all vehicle types. Mr. Spear said the speed limit would be five miles per hour, and it would be enforced.

Vice Mayor Kakavas asked Mr. Spear if any of his partners had built this type of resort before. Mr. Spear said no, this would be the first time they built a resort of this style, but they had previous experience with expanding other types of camp areas but had never started from scratch.

Vice Mayor Kakavas asked Mr. Spear if they were at a point to start the core drilling. Mr. Spear said they were waiting on the engineer to develop that plan.

Councilman Allsop asked Ms. Fechtelkötter if the developer started building the project to ensure that things would be done in a reasonable time could a bond be required. Ms. Fechtelkötter said yes, it was one of

the conditions the Planning and Zoning Commission added. Mr. Brown clarified that the developer could use a bond, a cash assurance, or a letter of credit.

Mr. Spear said he was hesitant to commit to paving all the interior roads due to drainage issues. He said there was a big concern about the watershed off that property, so he needed to have the engineers report on drainage before committing to paving the interior surface or saying what the roads would look like.

Councilman Clark said he appreciated what everyone said tonight. The concerns he heard the most about were the roadways inside the development and the impact the project would have on the traffic. He asked if after the traffic study was done and what was recommended and implemented was not enough if the Council could add a condition to revoke the conditional use permit.

Ms. Fechtelkotter said yes, the Council could put a condition in place to trigger a revocation of the conditional use permit if traffic and staging become a problem. This had been done with other conditional use permits. She said she reviewed all active conditional use permits monthly to ensure developers were in compliance. If a developer was not in compliance, they received a notification to correct the deficiencies. If they did not comply, they come back to the Planning and Zoning Commission for a possible revocation.

Councilman Clark said he had concerns about this project and thought this was a poor location for an RV Resort, but there could be worse projects that had a greater impact on traffic and devaluation of property. It could be much more significant without these conditions and triggering mechanisms.

Ms. Atencio suggested tying the conditional use permit to the ongoing impact of traffic flow, which could be reviewed and connected to the conditional use permit.

Councilman Clark asked the Spears and the Fishers if they would be willing to agree to the condition that if their project severely affected adversely the traffic patterns on Owens and Central and possibly the Deuce of Clubs, the project could be revisited and result in a potential revocation of the conditional use permit.

Mr. Spear said they could agree to parts of the condition. His concerns as an owner of the property, were who would be responsible for reviewing the condition, was what was being proposed above and beyond the normal

City review of conditional use permits, whether there was a time limit on the condition, and if the City were to grow in such a way that the City itself was contributing to the traffic problem would they responsible for curing the problem.

Councilman Clark suggested that staff would do the review, and if they were receiving complaints, the City would give the RV Park 30 or 60 days to fix the issue. If there was no significant improvement within the time period, then the project would come back to City Council instead of the Planning and Zoning Commission. Based on a staff-generated report, the City Council would determine whether the RV Park was in compliance with the condition.

Councilman Clark said that the condition could always be amended as well. For instance, the owners could come back in ten years and demonstrate they had been good partners and community stewards and that nothing came to fruition with traffic and staging concerns and ask that the condition be removed.

Mr. Brown said if the City received a complaint, staff reviewed it and worked with the person to ensure they followed City Code and any conditions related to the property. If the owners did not comply, it was brought forward for revocation.

Mr. Spear said they would stipulate to follow the process of this additional condition.

Mayor Leech asked if the Council had to add this condition. Ms. Atencio said that the Council could amend the conditions that were set by the Planning and Zoning Commission to add additional conditions.

COUNCILMAN CLARK MOVED TO AMEND THE COMMISSION DECISION AND APPROVE CUP 602-04-261 SUBMITTED BY JASON SPEAR TO ALLOW FOR A RECREATIONAL VEHICLE RESORT ON PROPERTY LOCATED AT 100 EAST OWENS/201 SOUTH CENTRAL AVENUE, SHOW LOW, ARIZONA, THAT BEING A.P.N. 210-13-001F, TO INCLUDE ALL OF THE STAFF RECOMMENDATIONS, THE EIGHT ADDITIONAL CONDITIONS FROM THE PLANNING AND ZONING COMMISSION AND ADDING A FINAL NINTH CONDITION THAT STATES THIS PROJECT WILL NOT SEVERELY IMPACT, BY THE GUESTS OF THE RECREATIONAL VEHICLE RESORT, OWENS STREET, CENTRAL AVENUE, OR ANY OF THE SURROUNDING NEIGHBORHOODS THROUGH STAGING OR PREPARING RECREATIONAL VEHICLES OR EXITING RECREATIONAL VEHICLES

FROM THE PROPERTY. IF THAT OCCURS, CITY STAFF WILL GIVE THE OWNERS A THIRTY-DAY NOTICE TO CURE AND THEN BRING THE RECREATIONAL VEHICLE RESORT BACK TO CITY COUNCIL FOR A REVIEW OF THE CONDITIONAL USE PERMIT; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH AND VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, AND JUDD VOTING IN FAVOR.

Mayor Leech called for a short break at 9:42 p.m. The meeting reconvened at 9:46 p.m.

- E. Consideration of Acceptance of Cancellation of Construction Contract with Mid-State Asphalt for Airport Hangar Infrastructure Improvements, City of Show Low Project No. A-1723 2.0. (Bill Kopp/Anna Atencio)

Ms. Atencio said that on June 6, 2023, at the City Council regular session, Council awarded a construction contract for the Airport Hangar Infrastructure Improvements project to Mid-State Asphalt. The purpose of the project was to expand the area to accommodate the demand for additional hangars at the Show Low Regional Airport. The improvements included grading and paving for taxi lanes, water, sewer, electric services, and a sewer lift station.

Ms. Atencio said the City of Show Low Engineering Department designed the project, which was publicly bid according to statutory requirements. Mid-State Asphalt was the only company to submit a bid of \$496,128.15.

Ms. Atencio said that after the contract award, Mid-State Asphalt verbally indicated they could not perform. On July 19, 2023, Mid-State Asphalt submitted a letter to the City stating that they could not start or complete the Airport Hangar Infrastructure Improvements project due to a lack of employees and the burden of other work scheduled.

Ms. Atencio said staff recommended accepting the cancellation of the construction contract by Mid-State Asphalt, which would allow for the project to be rebid.

COUNCILMAN CLARK MOVED TO ACCEPT THE CANCELLATION OF THE CONSTRUCTION CONTRACT WITH MID-STATE ASPHALT FOR THE AIRPORT HANGAR INFRASTRUCTURE IMPROVEMENTS, CITY OF SHOW LOW PROJECT NO. A-1723 2.0; SECONDED BY VICE MAYOR KAKAVAS; PASSED 6 TO 0 WITH MAYOR LEECH AND VICE MAYOR KAKAVAS AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, AND JUDD VOTING IN FAVOR.

8. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Councilman Adams asked everyone to drive carefully and watch for kids now that the school was back in session.

Councilman Allsop attended the Southwest Fire Team meeting in Pinetop-Lakeside.

B. Mayor

Mayor Leech said the Northern Arizona Council of Governments was having an Open House on Wednesday.

C. City Manager

Mr. Brown said that on August 26, Navajo County and the City were sponsoring a free, region-wide residential electronic waste and used tires collection event at the Navajo County Penrod Facility, 251 North Penrod Road, in Show Low. Citizens could drop off unwanted computer equipment and accessories, small appliances, electronic equipment, and used tires without rims for free. The one exception was CRT-style televisions or computer monitors. Only one of either item could be dropped off free of charge. Waste from commercial businesses would not be accepted at the event.

Mr. Brown said that in public works projects, the Arizona Department of Transportation (ADOT) completed the right turn lane at the Show Low Lake Road intersection. The final sidewalk was poured on the East Hall and 11th Street Bridge Replacement project. This project should be completed by the end of next week. Slurry seal was completed, and ADOT would be repainting one crosswalk at Woolford Road. Work continued on the Parkview Subdivision Waterline project, the new water infrastructure was installed, and final service tie-overs were being worked on, with paving scheduled for next week. As always, the City appreciated everyone's patience as improvements were being made around the City.

9. **SCHEDULING OF MEETINGS:**

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

None.

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 AUGUST 1, 2023, AT 9:55 p.m.**

ATTEST:

APPROVED:

Rachael Hall, City Clerk

John Leech Jr., Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the **REGULAR MEETING** of the City Council of Show Low held on August 1, 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: PUBLIC HEARING and Consideration of Application Submitted by Kuzi Paul Mutsiwegota and James H. Coleman for #6, Bar, Liquor License on Behalf of Bison Golf Club for its Location at 1 North Bison Preserve Drive, Show Low, Arizona. (Rachael Hall)

RECOMMENDATION

I **MOVE** to recommend approval to the State Liquor Board of the application submitted by Kuzi Paul Mutsiwegota and James H. Coleman for #6, Bar, Liquor License on Behalf of Bison Golf Club for its location at 1 North Bison Preserve Drive, Show Low, Arizona.

OR

I **MOVE** to recommend denial to the State Liquor Board of the application submitted by Kuzi Paul Mutsiwegota and James H. Coleman for #6, Bar, Liquor License on Behalf of Bison Golf Club for its location at 1 North Bison Preserve Drive, Show Low, Arizona (and stating the reasons for denial).

BACKGROUND

Kuzi Paul Mutsiwegota and James H. Coleman, representing Bison Golf Club, submitted an "owner transfer" application for a #6 Bar, Liquor License for its location at 1 North Bison Preserve Drive in Show Low. The request is to transfer the 6 Bar, Liquor License currently held by Lloyd Harvey of Golf Course Management, LLC, located at 1 North Bison Preserve Drive in Show Low. The property has been posted as required by state law, and no public input has been received.

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

ATTACHMENTS

1. Bison Golf Club Application
2. Bison Golf Club Subject Map
3. Bison Golf Club Aerial Map

FISCAL IMPACT

Not Applicable.

State of Arizona
Department of Liquor Licenses and Control

Created 07/21/2023 @ 11:01:24 AM

Local Governing Body Report

LICENSE

Number:	06090039	Type:	006 BAR
Name:	BISON GOLF CLUB		
State:	Pending		
Issue Date:		Expiration Date:	05/31/2024
Original Issue Date:	06/28/1967		
Location:	1 N BISON PRESERVE DRIVE SHOW LOW, AZ 85901 USA		
Mailing Address:	2198 E CAMELBACK ROAD #240 PHOENIX, AZ 85016 USA		
Phone:	(928)537-4564		
Alt. Phone:	(512)633-3917		
Email:	KUZI@TEXASCAPITALPARTNERS.COM		

Currently, this license has pending applications.

AGENT

Name:	KUZI PAUL MUTSIWEGOTA
Gender:	Male
Correspondence Address:	2198 E CAMELBACK ROAD #240 PHOENIX, AZ 85016 USA
Phone:	(512)633-3917
Alt. Phone:	
Email:	KUZI@TEXASCAPITALPARTNERS.COM

OWNER

Name: HBP SILVER CREEK LLC
Contact Name: KUZU MUTSIWEGOTA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23491383 State of Incorporation: AZ
Incorporation Date: 02/24/2023
Correspondence Address: 2198 E CAMELBACK ROAD
#240
PHOENIX, AZ 85016
USA
Phone: (512)633-3917
Alt. Phone:
Email: KUZU@TEXASCAPITALPARTNERS.COM

Officers / Stockholders

Name:	Title:	% Interest:
HBP HIGH BRIDGE PARTNERS LP	MEMBER	100.00

HBP SILVER CREEK LLC - MEMBER

Name: HBP HIGH BRIDGE PARTNERS LP
Contact Name: KUZU PAUL MUTSIWEGOTA
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2198 E CAMELBACK ROAD
#240
PHOENIX, AZ 85016
USA
Phone: (512)633-3917
Alt. Phone:
Email: KUZU@TEXASCAPITALPARTNERS.COM

HBP HIGH BRIDGE PARTNERS LP - MEMBER

Name: HBP GP LLC
Contact Name: KUZU PAUL MUTSIWEGOTA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2198 E CAMELBACK ROAD
#240
PHOENIX, AZ 85016
USA
Phone: (512)633-3917
Alt. Phone:
Email: KUZU@TEXASCAPITALPARTNERS.COM

HBP HIGH BRIDGE PARTNERS LP - Limited

Partner

Name: JAMES HENRY COLEMAN
Gender: Male
Correspondence Address: 2198 E CAMELBACK ROAD
#240
PHOENIX, AZ 85016
USA
Phone: (512)633-3063
Alt. Phone:
Email: JAMES@TEXASCAPITALPARTNERS.COM

HBP HIGH BRIDGE PARTNERS LP - Limited

Partner

Name: KUZI PAUL MUTSIWEGOTA
Gender: Male
Correspondence Address: 2198 E CAMELBACK ROAD
#240
PHOENIX, AZ 85016
USA
Phone: (512)633-3917
Alt. Phone:
Email: KUZI@TEXASCAPITALPARTNERS.COM

APPLICATION INFORMATION

Application Number: 251862
Application Type: Owner Transfer
Created Date: 07/14/2023

Chay

QUESTIONS & ANSWERS

006 Bar

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 8) Did the Premises phone number change?
No
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
WHIPPLE RANCH ELEMENTARY SCHOOL 1350 N CENTRAL AVE SHOW LOW AZ
85901
3.2 MILES
- 11) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 12) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
\$333,839.93
- 13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 17) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$44,950.00

State of Arizona
Department of Liquor Licenses and Control

Created 07/21/2023 @ 11:13:22 AM

Local Governing Body Report

LICENSE

Number:	INP090024269	Type:	INP INTERIM PERMIT
Name:	BISON GOLF CLUB		
State:	Active		
Issue Date:	07/21/2023	Expiration Date:	11/03/2023
Original Issue Date:	07/21/2023		
Location:	1 N BISON PRESERVE DRIVE SHOW LOW, AZ 85901 USA		
Mailing Address:	2198 E CAMELBACK ROAD #240 PHOENIX, AZ 85016 USA		
Phone:	(928)537-4564		
Alt. Phone:	(512)633-3917		
Email:	KUZI@TEXASCAPITALPARTNERS.COM		

AGENT

Name:	KUZI PAUL MUTSIWEGOTA
Gender:	Male
Correspondence Address:	2198 E CAMELBACK ROAD #240 PHOENIX, AZ 85016 USA
Phone:	(512)633-3917
Alt. Phone:	
Email:	KUZI@TEXASCAPITALPARTNERS.COM

OWNER

Name: HBP SILVER CREEK LLC
Contact Name: KUZI MUTSIWEGOTA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23491383 State of Incorporation: AZ
Incorporation Date: 02/24/2023
Correspondence Address: 2198 E CAMELBACK ROAD
#240
PHOENIX, AZ 85016
USA
Phone: (512)633-3917
Alt. Phone:
Email: KUZI@TEXASCAPITALPARTNERS.COM

Officers / Stockholders

Name:	Title:	% Interest:
HBP HIGH BRIDGE PARTNERS LP	MEMBER	100.00

HBP SILVER CREEK LLC - MEMBER

Name: HBP HIGH BRIDGE PARTNERS LP
Contact Name: KUZI PAUL MUTSIWEGOTA
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
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PHOENIX, AZ 85016
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Phone: (512)633-3917
Alt. Phone:
Email: KUZI@TEXASCAPITALPARTNERS.COM

HBP HIGH BRIDGE PARTNERS LP - MEMBER

Name: HBP GP LLC
Contact Name: KUZI PAUL MUTSIWEGOTA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2198 E CAMELBACK ROAD
#240
PHOENIX, AZ 85016
USA
Phone: (512)633-3917
Alt. Phone:
Email: KUZI@TEXASCAPITALPARTNERS.COM

HBP HIGH BRIDGE PARTNERS LP - Limited

Partner

Name: JAMES HENRY COLEMAN
Gender: Male
Correspondence Address: 2198 E CAMELBACK ROAD
#240
PHOENIX, AZ 85016
USA
Phone: (512)633-3063
Alt. Phone:
Email: JAMES@TEXASCAPITALPARTNERS.COM

HBP HIGH BRIDGE PARTNERS LP - Limited

Partner

Name: KUZU PAUL MUTSIWEGOTA
Gender: Male
Correspondence Address: 2198 E CAMELBACK ROAD
#240
PHOENIX, AZ 85016
USA
Phone: (512)633-3917
Alt. Phone:
Email: KUZU@TEXASCAPITALPARTNERS.COM

APPLICATION INFORMATION

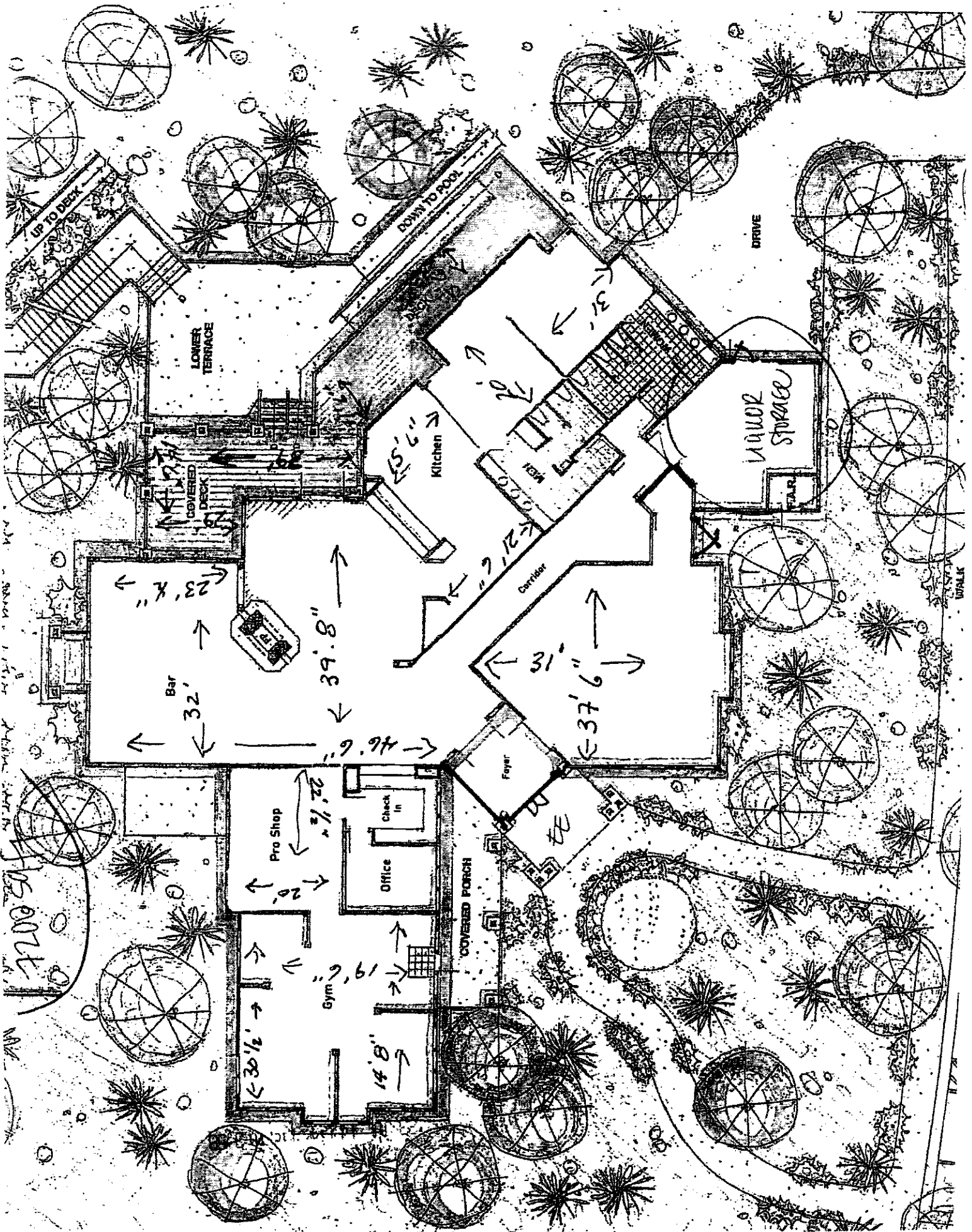
Application Number: 251863
Application Type: New Application
Created Date: 07/14/2023

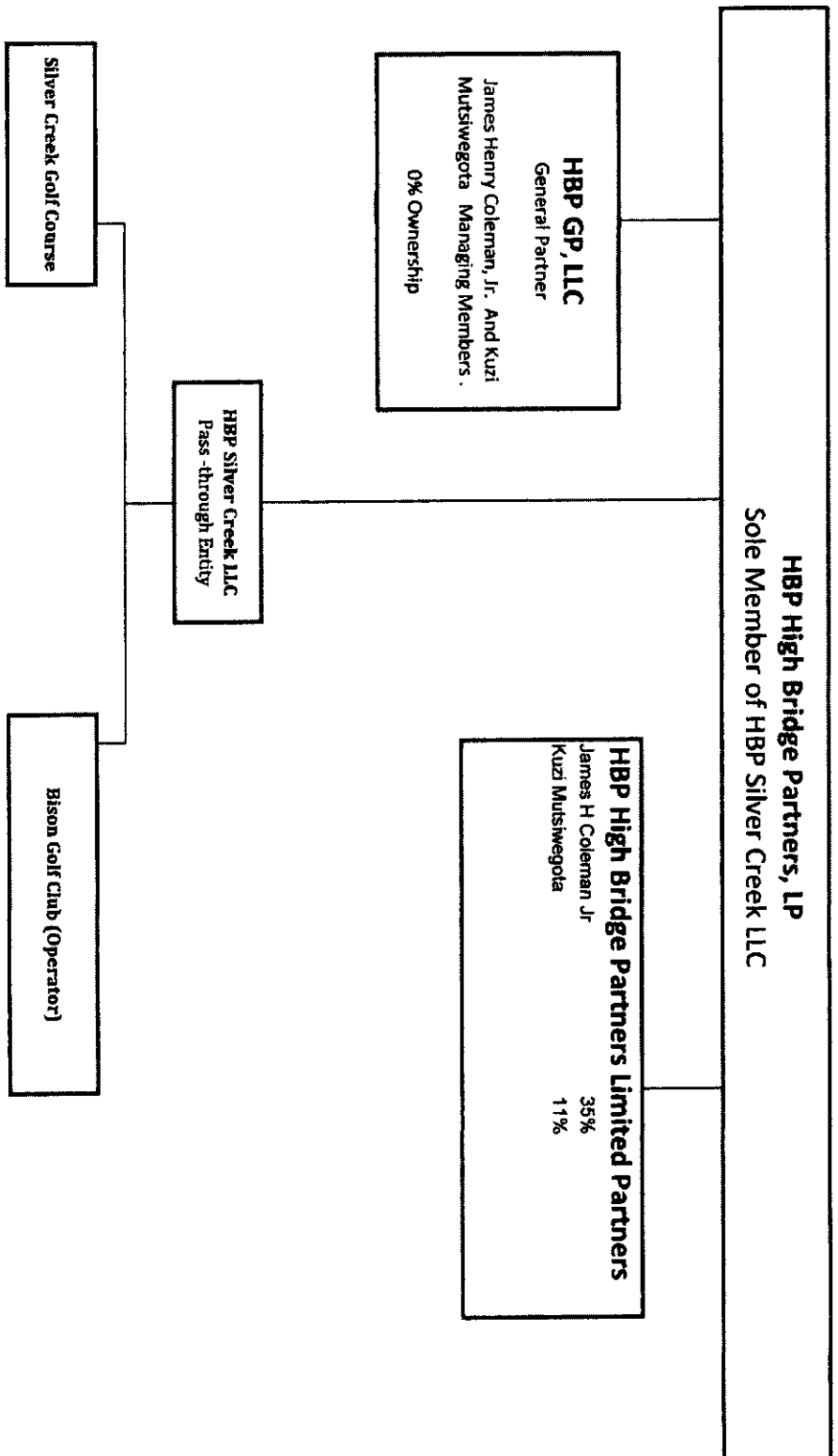
Char

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
06090039
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.





NOTES:

* All individuals listed are U.S. citizens

'23 JUL 20 Lir. Lic. #11035

LIQUOR LICENSE TRANSFER AGREEMENT

Effective Date: July 11, 2023

Buyer: HBP Silver Creek, LLC, an Arizona limited liability company

Seller: Golf Community Management LLC (GCM), an Arizona limited liability company

Harvey: Lloyd Harvey

Bison GC: the golf course and related improvements known as Bison Golf Club, located at 1 N Bison Preserve Drive, Show Low, AZ 85901-3412

Bison GC Lease: Master Lease and Option to Purchase dated effective March 11, 2023 between Bison Crossing Golf Holdings, L.L.C. and Bison Crossing PCR GC Holdings, L.L.C., as "Lessor," and Owner, as "Lessee."

Recitals

- A.** Owner leases and operates Bison GC pursuant to the Bison GC Lease.
- B.** GCM previously leased and operated Bison GC from Lessor.
- C.** As the lessee and operator of Bison GC, GCM owned the equipment utilized in the operation of Bison GC, as well as the inventory and other items of personal property on hand at Bison GC (collectively, the "Personal Property").
- D.** GCM has transferred the Personal Property to Owner.
- E.** GCM still holds the liquor license (the "Liquor License") used at Bison GC:

License Number:	06090039	Status:	Active
Business Name:	BISON GOLF CLUB		
Location Address	1 N BISON PRESERVE DRIVE		
	SHOW LOW	Arizona	85901
County	Navajo	Bus. Phone	928-537-4564
Licensee/Agent/Tel:	Harvey, Lloyd		928-537-4564
Owner:	Golf Community Management LLC	Exp Date:	05/31/2024
Issue Date:	06/28/1967	Status Date:	05/31/2023

F. GCM as agreed to assign and transfer the Liquor License to Owner as hereafter provided.

23 JUL 20 11:47 AM 10:35

Agreements

THEREFORE, for and in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and GCM agree as follows:

1. **Transfer of Liquor License.** GCM agrees to transfer and assign the Liquor License to Owner. Harvey, as GCM's agent, shall execute any documents necessary to complete the transfer and assignment of the Liquor License to Owner.
2. **License Fee Reimbursement.** Owner shall reimburse GCM for the \$45,000 fee which GCM paid to procure the Liquor License for Bison GC earlier this year, once the Liquor License is transferred to Owner.
3. **Entire Agreement.** This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by the party against whom enforcement of that amendment is sought.
4. **Counterparts.** This Agreement may be executed in any number of counterparts which together shall constitute one document. Signatures may be delivered by email, in PDF format, or by utilizing a third party digital or electronic signature service.

End of page. Signature Page follows.

23 JUL 20 17. Lic. #1035

Signature Page to Seventh Amendment Asset Purchase Agreement

Executed to be effective as of the Effective Date.

GCM: Golf Community Management, LLC, an Arizona limited liability company

DocuSigned by:
Lloyd Harvey
By: E316BC832C074DB
Printed Name: Lloyd GCM, PGA
Title: Owner/Operator

Owner: HBP Silver Creek, LLC, an Arizona limited liability company

DocuSigned by:
Kuzi Mutsiwegota
By: CG50EC334C4E468
Printed Name: Kuzi Mutsiwegota
Title: Manager

LC:
Amount:

'23 JUL 14 Lir. Lic. PM 3:59



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

Type or Print with **Black Ink**

DLLC USE ONLY

Job #	251862
Date Accepted:	7-14-2023
CSR:	Chap

FP current
3-17-23

License Number: 06090039

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

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

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

1. Check the
Appropriate
Box →

☒ Agent

☒ Controlling Person

2. Name: MUTSINEGOTA Kuzi PAUL Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ

4. Place of birth: Harare, Zimbabwe Height: 5'10" Weight: 163 Eyes: BRO Hair: BLK
City State COUNTRY

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1/2010

7. Daytime telephone number: 512-633-3917 Email address: kuzi@texascapitalpartners.com

8. Premises Name: BISON GOLF CLUB Business Phone: 928/537-4504

9. Premises Address: 1 N. Bison Preserve Drive Shaw Low AZ Navajo 85901
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS 23, 118 (Street Address; City; State & Zip)
02/2005	CURRENT	PARTNER	Texas Capital Partners: 2900 E Camelback #200 PHOENIX, AZ 85016

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
09/2016	CURRENT	3911 E. WELDON AVE	PHOENIX	AZ	85018

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

Signature: [Signature]

Date: 1/3/2023



23 JUL 14 11:47 AM 3 59

ALIEN STATUS

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

Type or Print with Black Ink

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) KATH MUTEWEGOTA.

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If **yes**, indicate place of birth:

City Harare State born to US mother abroad COUNTRY Zimbabwe

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

2) Name of document: DRIVERS LICENSE

If you answered **No**, you must complete Sections III.

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

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

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

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

SECTION III – QUALIFIED ALIEN DECLARATION

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

Name of document provided

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

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

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

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

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

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

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

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

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

Kuzi Mutsiwagota

Print Name



Signature

7/2/2023

Date

2025 JUN 14 LIB. LIC. PM 4 00

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

UNITED STATES OF AMERICA

Type / Type / Tipo / Code / Code / Código

P...USA

Surname / Nom / Apellidos

MUTSIWEGOTA

Given Names / Prénoms / Nombres

KUZI PAUL

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

Sex / Sexe / Sexo

ZIMBABWE

M

Date of issue / Date de délivrance / Fecha de expedición

Authority / Autorité / Autoridad

27 Sep 2019

United States

Date of expiration / Date d'expiration / Fecha de caducidad

United States
Department of State

26 Sep 2029

Endorsements / Mentions Speciales / Anotaciones

SEE PAGE 27

USA

<USAMUTSIWEGOTA<<KUZI<PAUL<<<<<<<<<<<<<<<<<<<

23334789USA8201180M2909266617915843<664198

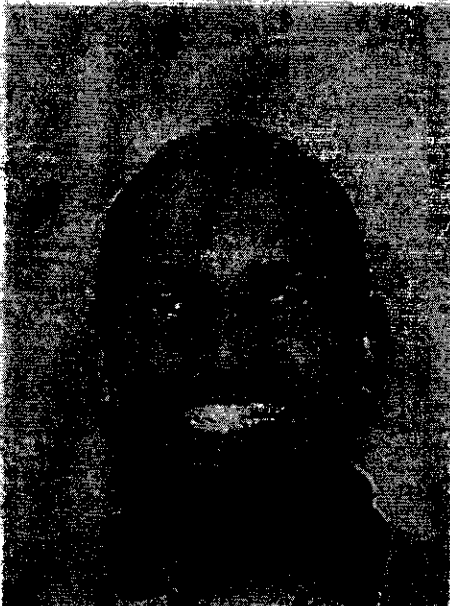
'23 JUL 14 Lic. Lic. PM 4:00

Arizona

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D

9a END IN T

12 REST NONE

4a DLN

3 DOB

1 MUTSIWEGOTA

2 KUZI PAUL

8 3911 E WELDON AVE
PHOENIX, AZ 85018-5227

4b EXP 01/18/2047

4a ISS 03/22/2019

16 SEX M

18 EYES BRO

18 HGT 5'-10"

19 HAIR BLK

17 WGT 183 lb

DONOR ♥

01/18/82

5 DD 4016MV610M1200K2

'23 JUL 14 Lic. Lic. PM 4 00



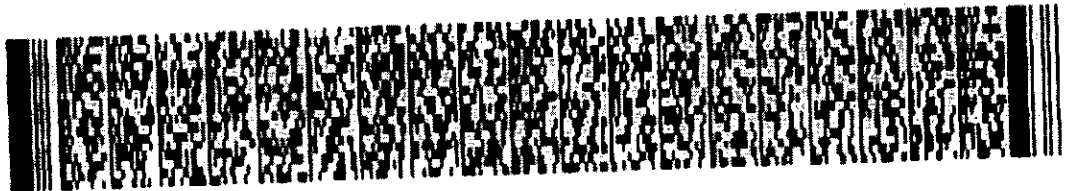
CLASS: D-Operator
ENDORSEMENTS:
M-Motorcycle

RESTRICTIONS:
None

Rev 02/14/2014

You Must Report a
Change of Address
Within 10 Days

01/18/1982



19081AZ0036180440301

Certificate # 9KQBCoLRZO

Certificate of Completion
For
On Premise Basic course (3 hours) 23 JUL 14 LIQ. LIC. #14 100

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

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Kuzi Mutsiwegota

Full Name (please print)

Kuzi Mutsiwegota
Signature

March 8, 2023

Training Completion Date

March 8, 2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com

Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704

Mailing Address

(520) 235-5684

Daytime Contact Phone Number

I, KEVIN A. KRAMBER (ON LINE), certify that the above named individual did successfully complete
Instructor Name (please print)

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

[Signature]
Instructor Signature

08 / 03 / 2023
Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013

ertificate # qXhNpMrc2A

Certificate of Completion
For
On/Off Premise Management (2 hours)

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

Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training as a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Kuzi Mutsiwegota

Full Name (please print)

Kuzi Mutsiwegota

Signature

March 8, 2023

Training Completion Date

March 8, 2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com

Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704

Mailing Address

(520) 235-5684

Daytime Contact Phone Number

KEVIN A. KRAMBER (ON LINE)

Instructor Name (please print)

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

Kevin A. Kramber
Instructor Signature

08 / 03 / 2023

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013

CSR:

Amount:

23 JUL 14 Lique. Lic. PM 4:00



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

Type or Print with Black Ink

DLIC USE ONLY

Job #:	251862
Dpts Accepted:	7-14-2023
CSR:	Chay

FP Current
3-17-23

License Number: 00090039

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

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

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

1. Check the
Appropriate
Box →

☐ Agent☒ Controlling Person

Coleman

James

H

2. Name: _____ Birth Date: _____ (NOT a public record)

3. Social Security # _____ Drivers License # _____ State Issued: Colorado
Duarte CA USA 6' 4" 205 Blue Blonde

4. Place of birth: _____ Height: _____ Weight: _____ Eyes: _____ Hair: _____
City State COUNTRY 10 04 70

5. Name of current/most recent spouse: Coleman Tonia Marie Birth Date: _____ (NOT a public record)
Last First Middle

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____
512-633-3063 james@texascapitalpartners.com

7. Daytime telephone number: _____ Email address: _____
Bison Golf Club 928 537 4564

8. Premises Name: _____ Business Phone: _____
1 N Bison Preserve Drive Show Low AZ Navajo 85901

9. Premises Address: _____
Street (do not use PO Box) City State County Zip Navajo

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/1987	CURRENT	Managing Partner	TC Partners - 2815 Main Ave, Ste D, Durango, CO 81301

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
05/ 2017	CURRENT	2615 Main Ave. Ste C	Durango	CO	81301

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

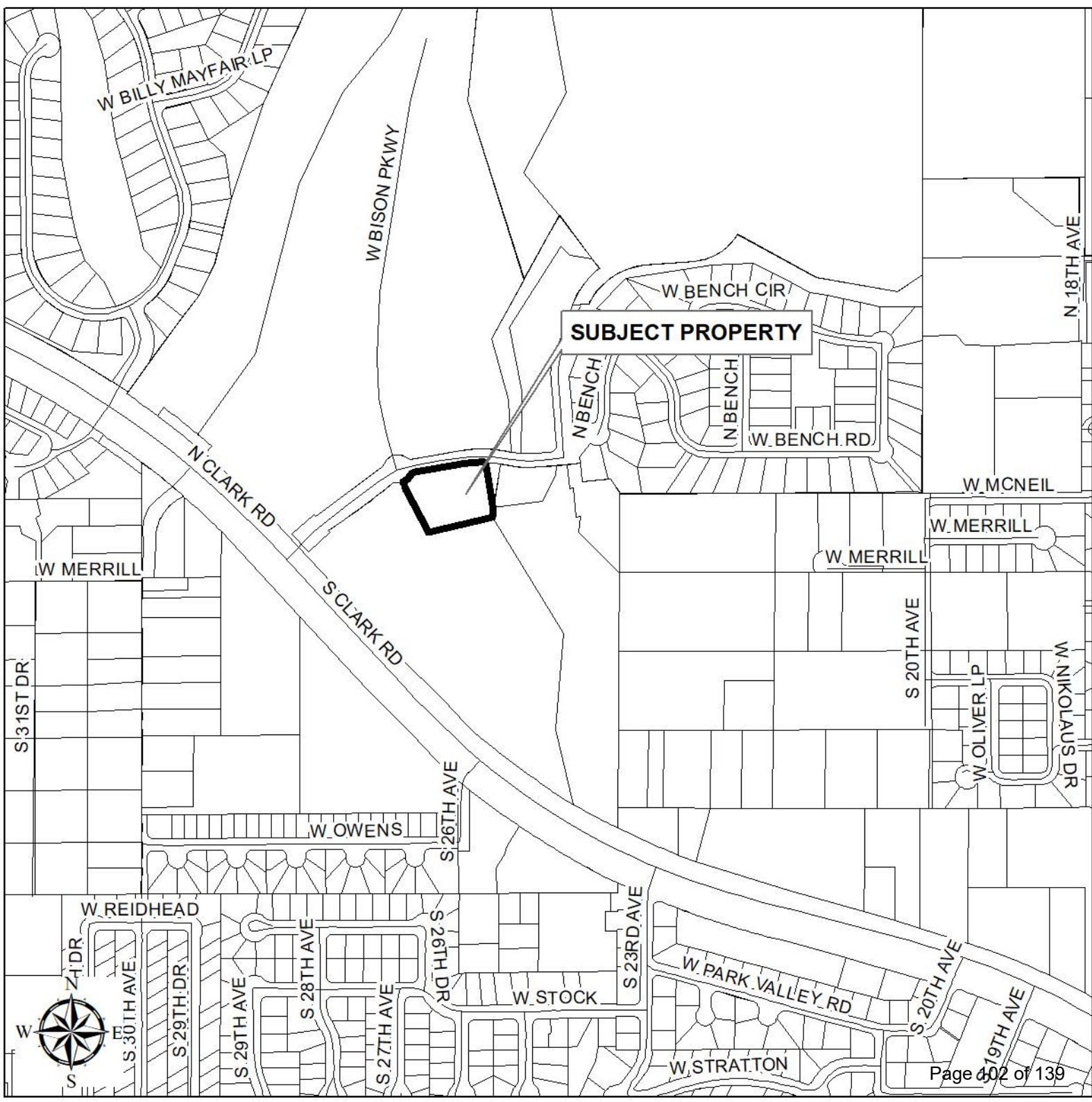
If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

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

Signature: [Signature] Date: 7-9-2023





SUBJECT PROPERTY



**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: PUBLIC HEARING and Consideration of Application Submitted by Shane Jennings Shumway, Nathan Douglas Jones, and Steven Douglas Shumway for #10, Beer and Wine Store, Liquor License on Behalf of Fairfield & TownePlace Suites for its Location at 1401 East Woolford Road, Suite A, Show Low, Arizona. (Rachael Hall)

RECOMMENDATION

I **MOVE** to recommend approval to the State Liquor Board of the application submitted by Shane Jennings Shumway, Nathan Douglas Jones, and Steven Douglas Shumway, for #10, Beer and Wine Store, Liquor License on behalf of Behalf of Fairfield & TownePlace Suites for its Location at 1401 East Woolford Road, Show Low, Arizona.

OR

I **MOVE** to recommend denial to the State Liquor Board of the application submitted by Shane Jennings Shumway, Nathan Douglas Jones, and Steven Douglas Shumway, for #10, Beer and Wine Store, Liquor License on behalf of Behalf of Fairfield & TownePlace Suites for its Location at 1401 East Woolford Road, Show Low, Arizona (and stating the reasons for denial).

BACKGROUND

Shane Jennings Shumway, Nathan Douglas Jones, and Steven Douglas Shumway, representing Fairfield & TownePlace Suites, submitted an application for a new #10, Beer and Wine Store, Liquor License for its location at 1401 East Woolford Road. The property has been posted as required by state law and no public input has been received.

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

ATTACHMENTS

1. Application
2. Fairfield & TownePlace Suites Aerial Map
3. Fairfield & TownePlace Suites Subject Map

FISCAL IMPACT

Not Applicable.

State of Arizona
Department of Liquor Licenses and Control

Created 07/24/2023 @ 04:15:04 PM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	FAIRFIELD & TOWNPLACE SUITES	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	1401 E WOOLFORD ROAD SUITE A SHOW LOW, AZ 85901 USA	
Mailing Address:	100 N HUMPHREYS FLAGSTAFF, AZ 86001 USA	
Phone:	(928)320-5002	
Alt. Phone:	(928)369-8236	
Email:	SHANESHUMWAY@WBICOMPANY.COM	

AGENT

Name:	SHANE JENNINGS SHUMWAY
Gender:	Male
Correspondence Address:	100 N HUMPHREYS FLAGSTAFF, AZ 86001 USA
Phone:	(928)369-8236
Alt. Phone:	
Email:	SHANESHUMWAY@WBICOMPANY.COM

OWNER

Name:	COLEGA MANAGEMENT SERVICES LLC	
Contact Name:	SHANE JENNINGS SHUMWAY	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	L22290731	State of Incorporation: AZ
Incorporation Date:	12/02/2017	
Correspondence Address:	100 N HUMPHREYS FLAGSTAFF, AZ 86001 USA	
Phone:	(928)369-8236	
Alt. Phone:		
Email:	SHANE SHUMWAY@GMAIL.COM	

Officers / Stockholders

Name:	Title:	% Interest:
WHITING BROTHERS INVESTMENT CO	Managing Member	100.00

**COLEGA MANAGEMENT SERVICES LLC -
Managing Member**

Name:	WHITING BROTHERS INVESTMENT CO
Contact Name:	SHANE JENNINGS SHUMWAY
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	1501 E WOOLFORD ROAD
	SHOW LOW, AZ 85901
	USA
Phone:	(928)369-8236
Alt. Phone:	
Email:	SHANE.SHUMWAY@GMAIL.COM

**WHITING BROTHERS INVESTMENT CO -
President**

Name:	STEVEN DOUGLAS SHUMWAY
Gender:	Male
Correspondence Address:	100 N HUMPHREYS
	FLAGSTAFF, AZ 86001
	USA
Phone:	(928)440-5499
Alt. Phone:	
Email:	STEVESHUMWAY@WBICOMPANY.COM

**WHITING BROTHERS INVESTMENT CO - Vice-
President**

Name:	SHANE JENNINGS SHUMWAY
Gender:	Male
Correspondence Address:	100 N HUMPHREYS
	FLAGSTAFF, AZ 86001
	USA
Phone:	(928)369-8236
Alt. Phone:	
Email:	SHANESHUMWAY@WBICOMPANY.COM

MANAGERS

Name:	MISTY ANN MEDINA
Gender:	Female
Correspondence Address:	100 N HUMPHREYS
	FLAGSTAFF, AZ 86001
	USA
Phone:	(928)440-5499
Alt. Phone:	
Email:	MISTY.MEDINA@MARRIOTT.COM

Name: NATHAN DOUGLAS JONES
Gender: Male
Correspondence Address: 100 N HUMPHREYS
FLAGSTAFF, AZ 86001
USA
Phone: (480)421-8248
Alt. Phone:
Email: NATDJONES@GMAIL.COM

APPLICATION INFORMATION

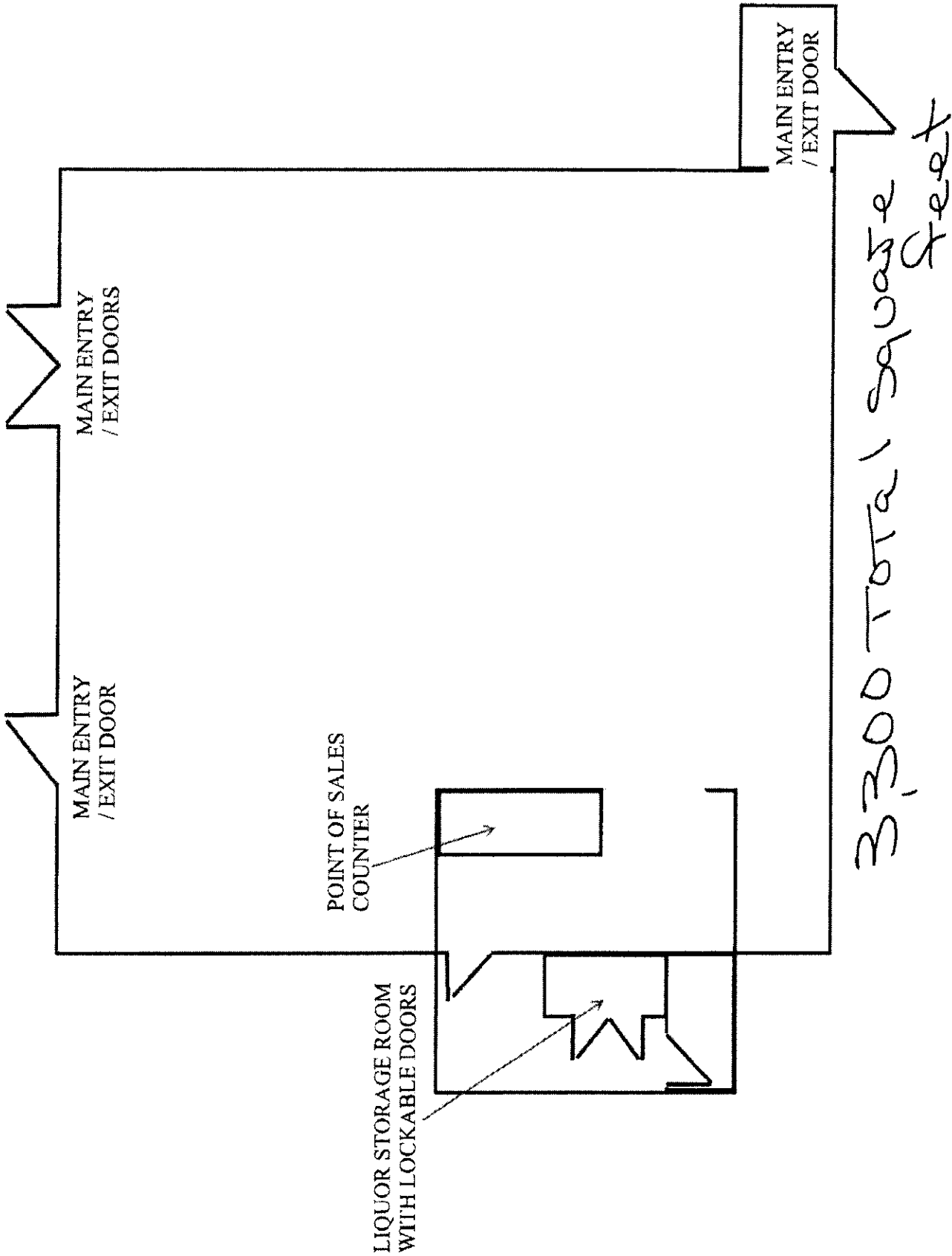
Application Number: 251698
Application Type: New Application
Created Date: 07/13/2023

QUESTIONS & ANSWERS

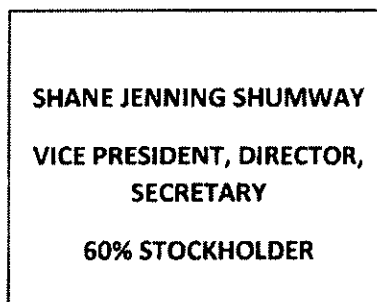
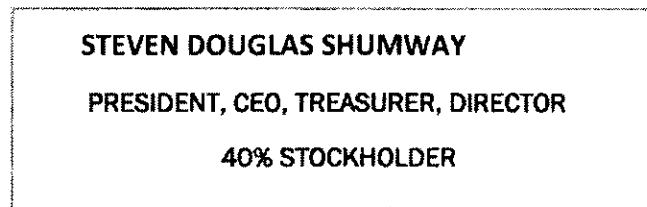
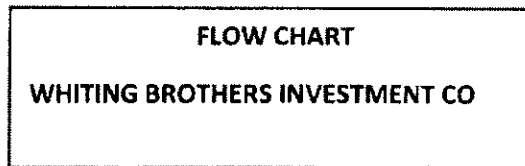
010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
ST ANTHONY CATHOLIC SCHOOL 1400 E OWENS SHOW LOW, AZ 85901 1.4 MILES
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY MANAGEMENT COMPANY
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
10/15/2023

23 JUL 13 04:17, Lic. # 217



23 JUL 13 09:11:11 PM 2017



CSR:

Amount:

29 JUL 13 11:49 AM 2017



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

Type or Print with Black Ink

DLIC USE ONLY

Job #:	251698
Date Accepted:	07-24-2017
CSR:	SG

License Number:

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

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

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

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: SHUMWAY SHANE JENNING Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: ARIZONA

4. Place of birth: SPRINGVILLE ARIZONA UNITED STATES Height: 05'11" Weight: 170 Eyes: BROWN Hair: BALD
City State COUNTRY

5. Name of current/most recent spouse: SHUMWAY KATHERINE EVELYN Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☐ If yes, what is your date of residency? SEPTEMBER 2012

7. Daytime telephone number: 928-369-8236 Email address: SHANESHUMWAY@WBICOMPANY.COM

8. Premises Name: FAIRFIELD AND TOWNEPLACE SUITES Business Phone: 928 320 5002

9. Premises Address: 1401 E WOOLFORD ROAD SUITE #A SHOWLOW ARIZONA NAVAJO 85901
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
03/2020	CURRENT	LIQUOR AGENT/OWNER	Hilton Garden Inn 300 N MONTEZUMA ST PRESCOTT AZ 86301
05/2019	CURRENT	LIQUOR AGENT/OWNER	MARRIOTT RESIDENCE INN 100 N HUMPHREY'S FLAGSTAFF AZ 86001
09/2012	CURRENT	VICE PRESIDENT	WHITING BROTHERS INVESTMENTS CO 1501 E WOOLFORD RD SHOWLOW ARIZONA 85901

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
12/2022	CURRENT	5085 Mogollon Rim Dr.,	Lakeside	Arizona	85929
01/2019	12/2022	380 E IRIS DRIVE	PINETOP	ARIZONA	85935
12/2012	01/2019	4974 E HIGH DRIVE	LAKE SIDE	ARIZONA	85929

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

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

Signature: Shane Jennings Shumway

Date: 6/23/2023

23 JUL 13 09:11:17 PM 2017



ALIEN STATUS

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

Type or Print with **Black Ink**

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) **SHANE JENNING SHUMWAY**

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If **yes**, indicate place of birth:

City **SPRINGERVILLE** State **ARIZONA** COUNTRY **UNITED STATES**

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

2) Name of document: **ARIZONA DRIVER'S LICENSE**

If you answered **No**, you must complete Sections III.

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

23 JUL 13 09:04 PM 2018

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

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

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

SECTION III - QUALIFIED ALIEN DECLARATION

23 JUL 13 09:24 AM '18

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

Name of document provided

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

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

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

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

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

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

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

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect (Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.);
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

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

SHANE JENNING SHUMWAY

Print Name

Shane A. Shumway

Signature

6/26/2023

Date

'23 JUL 13 11:47:13 AM 2:18

Arizona DRIVER LICENSE USA

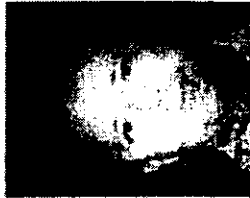
NOT FOR FEDERAL IDENTIFICATION

1 CLASS D
11 END NONE
12 REST NONE
1 SHUMWAY
2 SHANE JENNING
3 300 E 800 S LN
4 PHOENIX, AZ 85035-7181

5 EXP 02/24/2046 6 ISS 12/01/2019
7 SEX M 8 EYES BRO
9 HGT 5-11 10 HAIR BAL
11 WGT 170 LB

02/24/81

5 90 1602E0470S0443S1



Shane Jennings



FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #	2511698
Date Accepted:	07-24-2023
CSR:	SE

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 5/30/2023	Name of Applicant: Shane J. Shumway
Name of Fingerprint Technician: Gary L. Dexter	
Fingerprint technician's Signature: Gary L. Dexter	
Fingerprint technician's Agency/company Name: Shawlow Police Dept.	Phone Number:
Type of Photo ID Provided (check one):	
☒ Driver's License ☐ Passport ☐ Other (Please specify)	

CSR:
Amount:

'23 JUL 13 09:04 PM 218



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

Type or Print with Black Ink

DLLC USE ONLY

Job #:	751698
Date Accepted:	07-24-2023
CSR:	36

805-407

License Number:

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

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

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

1. Check the
Appropriate
Box →

☐ Agent

☒ Controlling Person

2. Name: SHUMWAY STEVEN DOUGLAS Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security # [REDACTED] Drivers License # [REDACTED] State Issued: ARIZONA

4. Place of birth: SPRINGVILLE ARIZONA UNITED STATES Height: 05'10" Weight: 150 Eyes: BROWN Hair: BLACK
City State COUNTRY

5. Name of current/most recent spouse: NA Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☐ If yes, what is your date of residency? JUNE 1970

7. Daytime telephone number: 928-440-5499 Email address: STEVESHUMWAY@WBICOMPANY.COM

8. Premises Name: FAIRFIELD AND TOWNEPLACE SUITES Business Phone: 928 320 5002

9. Premises Address: 1401 E WOOLFORD ROAD SUITE #A SHOW LOW ARIZONA NAVAJO 85901
Street (do not use PO Box) City State County Zip

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

23 JUL 13 11:41 AM '18

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/1998	CURRENT	MANAGER	WHITING BROTHERS INVESTMENT CO 1501 E WOOLFORD RD SHOWLOW AZ 85901

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
07/2005	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☐
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202.4-210 Yes ☐ No ☐
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☐
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☐
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☐

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

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

Signature: _____ Date: _____

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

YES JUL 13 11:47 AM 2018

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
April 1998	CURRENT	Manager	WHITING BROTHERS INVESTMENT CO 1501 E WOOLFORD RD SHOWLOW AZ 85901

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
July 2005	CURRENT	380 E. Iris Ln	Pinetop	AZ	85935

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

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

Signature: 

Date: 6/26/2023



2023.01.13 Lique. Lic. PM 2:18

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	251698
Date Accepted:	07-24-2023
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	Name of Applicant:	
16 May 2023	Steven D Shumway	
Name of Fingerprint Technician:		
Gary L. Dexter		
Fingerprint technician's Signature:		
Gary L. Dexter		
Fingerprint technician's Agency/company Name:		Phone Number:
Show how Police Dept.		
Type of Photo ID Provided (check one):		
☒ Driver's License	☐ Passport	☐ Other (Please specify)

LC:

Amount:

23 JUL 13 11:47 AM 2018



PREMISES MANAGER QUESTIONNAIRE

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

DLIC USE ONLY

Job #: 251698
Date Accepted: 07-24-2023
CSR: SG

Type or Print with **Black Ink**

805-407

License Number:

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

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

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

1. Name: JONES NATHAN DOUGLAS Birth Date: [REDACTED]
Last First Middle (NOT a public record)

2. Social Security #: [REDACTED] Driver's License #: [REDACTED] State Issued: ARIZONA

3. Place of birth: PHOENIX ARIZONA UNITED STATES Height: 06'05" Weight: 235 Eyes: BLUE Hair: BROWN
City State COUNTRY

4. Name of current/most recent spouse: JONES LACY LYNN Birth Date: [REDACTED]
Last First Middle (NOT a public record)

5. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? APRIL 1983

6. Daytime telephone number: 480-421-8248 Email address: NATDJONES@GMAIL.COM

7. Premises Name: FAIRFIELD & TOWNPLACE SUITES Business Phone: 928 320 5002

8. Premises Address: 1401 EAST WOOLFORD ROAD SUITE A SHOW LOW ARIZONA NAVAJO 85901
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2023	CURRENT	GENERAL MANAGER	TLS HOSPITALITY 1501 E WOOLFORD RD SHOW LOW AZ 85901
12/2019	12/2022	FACILITIES MANAGER	THE CHURCH OF JESUS CHRIST 50 E NORTH TEMPLE ST City, Utah 84150
05/2014	12/2019	SELF EMPLOYED	STATE 48 HOME INSPECTIONS 10423 E PLATA AVENUE MESA AZ 85212

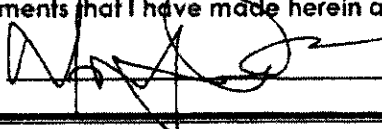
10. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
01/2023	CURRENT	2650 OAK LEAF DRIVE	LAKE SIDE	ARIZONA	85929
01/2021	01/2023	7921 HARRISON AVENUE	MUNSTER	INDIANA	46321
01/2020	01/2021	3048 MANCHESTER DRIVE	MONTGOMERY	ILLINOIS	60538
01/2018	01/2020	10423 E PLATA AVENUE	MESA	ARIZONA	85212

11. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
12. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
13. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
14. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
15. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
16. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 12 through 16 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

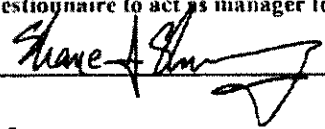
I, (Print Full Name) NATHAN DOUGLAS JONES hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: 

Date: 06/30/2023

The Licensee has authorized the person named on this questionnaire to act as manager for the above Licensee.

Print Name: SHANE JENNING SHUMWAY

Signature: 

Date: 06/30/2023

Certificate # AZB-000027646389

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

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

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Nathan Jones

Full Name (please print)

[Signature]
Signature

02/03/2023

Training Completion Date

02/02/2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc. dba TIPS

Company Name

5000 Plaza on the Lake, Suite 305, Austin, TX 78746

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)

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

[Signature]

Instructor Signature

02/03/2023

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

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

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

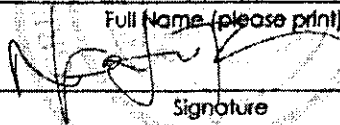
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Nathan Jones

Full Name (please print)



Signature

05/17/2023

Training Completion Date

05/16/2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc. dba TIPS

Company Name

5000 Plaza on the Lake, Suite 305, Austin, TX 78746

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)

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



Instructor Signature

05/17/2023

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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



FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	251698
Date Accepted:	07-24-2023
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 6/13/23	Name of Applicant: Nathan Jones
Name of Fingerprint Technician: Gary L. Dexter	
Fingerprint technician's Signature: Gary L. Dexter	
Fingerprint technician's Agency/company Name: Show Low Police Dept.	Phone Number:
Type of Photo ID Provided (check one):	
☒ Driver's License ☐ Passport ☐ Other (Please specify)	

HOSPITALITY MANAGEMENT SERVICES AGREEMENT

This Hospitality Management Services Agreement (the "Agreement") is entered into by and between TLS Hospitality, LLC dba Marriott Fairfield and Towneplace Suites (the "Owner") and Colega Management Services, LLC (the "Manager" or "Management Company" and collectively with the Owner, the "Parties") and is effective as of June 1, 2023 (the "Effective Date").

BACKGROUND

WHEREAS Owner is the owner of the Marriott Fairfield and TownePlace Suites located at 1401 E. Woolford Road, Suite B., Show Low AZ 85901 (the "Hotel"); and

WHEREAS Manager has experience in hospitality management and the operation, maintenance, and management of hotels; and

WHEREAS Owner desires to engage Manager as the management company responsible for managing the Hotel.

TERMS

NOW THEREFORE, in consideration of the mutual covenants, agreements, and representations made herein, the Parties agree as follows:

1. Management Services. Beginning on the Effective Date, the Management Company agrees to operate the Hotel and provide management services consistent with operating an upscale hotel. These management services are the following:
 - a. Revenue and Sales Management. Manager will provide revenue management services including reviewing demand, supply, rate positioning, and inventory control; conducting weekly revenue management phone calls with RMRS; and responding to requests for proposal and group room block requests.
 - b. Management Oversight. Manager will hire, train, and oversee the Hotel's general manager. Manager will also work closely with the general manager to create a viable operating strategy, install systems and implement policies and procedures to manage internal costs, initiate operating and capital budgets, oversee preventative facilities maintenance and monitoring, and provide reports on Hotel performance including a profit and loss report and a guest feedback report.
 - c. Human Resources. Manager will ensure that the Hotel is appropriately staffed and prepare payroll documents on a bi-weekly basis for payment by Owner.

- d. Invoices. Manager will collect and prepare invoices to be paid by the Owner on a weekly basis and update financial reports on a bi-weekly basis to reflect costs of the hotel in the following categories: housekeeping, maintenance and repair, utilities, food and beverage, franchise, and supplies. Owner will pay such invoices in a timely manner and maintain a working capital balance of at least \$500.00 per room in a checking account.
 - e. Facilities Oversight. Manager will perform periodic visits to the property involving meetings with the general manager and engineering team. Manager will periodically inspect guest rooms, public areas, and mechanical areas to ensure operation of an upscale hotel. Manager will provide a preventative maintenance process and calendaring program.
 - f. Other Authority. Manager will use its best business judgment to execute its responsibilities under this Agreement. Manager may pursue actions which it deems consistent with operating an upscale hotel including obtaining a liquor license, updating hotel interior finishes with the prior written approval of Owner, and recommending additional amenities for the Hotel to Owner.
2. Franchisor Requirements. Owner agrees to abide by and pay for any costs associated with or any other requirements imposed on the Hotel by Marriott International, Inc. ("Marriott") in order to maintain the Hotel as an upscale hotel. This includes any requirements imposed by Marriott pursuant to Owner's license agreement with Marriott or any quality assessment or evaluation of the Hotel performed by Marriott on or after the Effective Date.
3. Management Fee. For the services provided herein by Manager, Owner agrees to pay Manager a management fee of \$175,000.00 per year to be paid in equal monthly installments to Manager within fifteen days of the first date of each calendar month.
4. Term of Agreement. This Agreement may be terminated by either party by providing written notice at least thirty (30) days prior to the date of such termination.
5. Employees. All employees of the Hotel including the general manager, front desk staff, breakfast bar staff, maintenance staff, and housekeeping staff are employees of Owner and Owner retains all obligations for such employees under any applicable State or Federal law.
6. Indemnification. Owner agrees to defend, indemnify and hold Manager and Manager's agents, employees, representatives, members, directors, officers, successors and assigns for, from and against any and all claims, damages, losses, liabilities, judgments, costs, and expenses in any way related to: (i) the Hotel, including, but not limited to, activities and events at or in connection with the operation of the Hotel; (ii) Owner's breach of any provision of this Agreement; (iii) any act or omission of the Owner or any employee of Owner or the

Hotel; and (iv) any act or omission of Manager relating to the provision of its services under this Agreement.

7. Titles and Headings. The titles and headings at the beginning of each section and/or paragraph of this Agreement are solely for convenience and are not part of this Agreement.

8. Choice of Law and Jurisdiction. This Agreement has been delivered in Arizona, and shall be construed in accordance and governed by the laws of the State of Arizona. The courts of Arizona shall have exclusive jurisdiction of all legal actions arising out of this Agreement. By executing this Agreement, the undersigned submits to the jurisdiction of the Federal and State courts of Arizona.

9. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all such counterparts together shall constitute one agreement.

10. Attorneys' Fees and Waiver of Jury Trial. In any action arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees. The Parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties hereto against the other with respect to any matter arising out of or in connection with this Agreement.

11. No Management Company Liability. Owner acknowledges that Management Company's management, advice, recommendations, and services under this Agreement will be based on Manager's best business judgment of what is in the best interest of the Hotel, which may not always turn out to be correct. The Manager will not be held liable for any damages in the performance of its duties and judgment under this Agreement. Owner acknowledges that this Agreement is not exclusive and that Manager may provide management services for other hotels.

12. Complete Agreement. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings with respect to the subject matter of this Agreement.

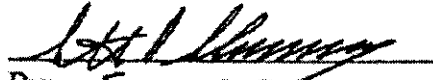
13. Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

14. Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

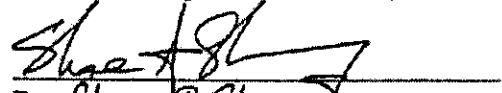
15. No Partnership. Owner and Manager are not a partnership nor a joint venture. This Agreement does not constitute a partnership or a joint venture between Owner and Manager. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between Owner, its successors and assigns, on the one part, and Manager, and its successors and assigns on the other part.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

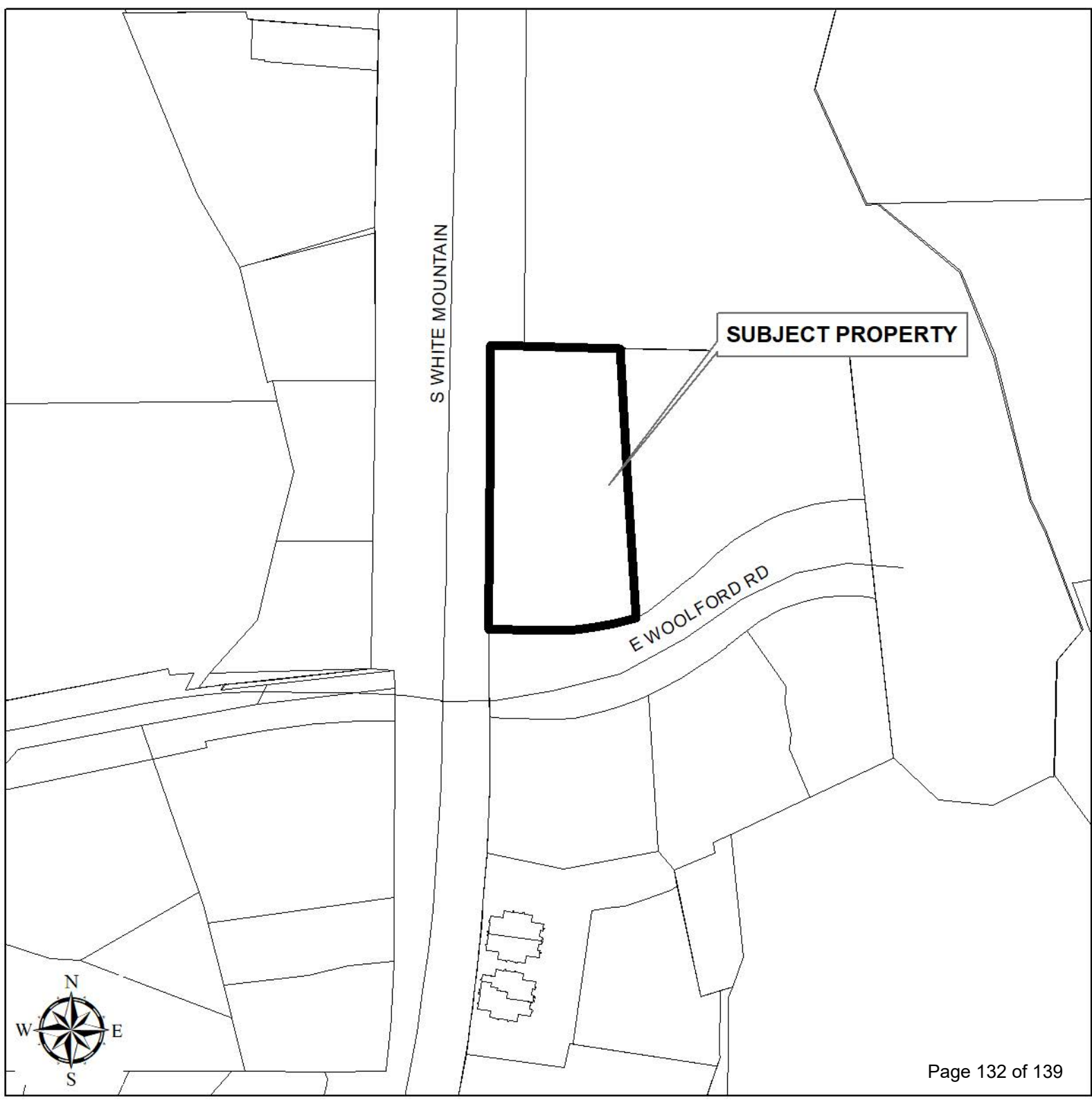
TLS Hospitality, LLC


By: Steven D. Shumway
Its: Manager

Colega Management Services, LLC


By: Shane T. Shumway
Its: Manager





S WHITE MOUNTAIN

SUBJECT PROPERTY

E WOOLFORD RD



**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Award of Construction Contract for East Cooley Roadway Improvements, City of Show Low Project No. R-3323. (Shane Hemesath)

RECOMMENDATION

I **MOVE** to reject all bids for the construction contract for the East Cooley Roadway Improvements, City of Show Low Project No. R-3323.

BACKGROUND

The City's fiscal year 2023 Capital Improvements Plan budget includes \$150,000.00 for a roadway improvement project labeled "Widening Road by Chase Bank." The work includes removing parking islands along East Cooley between North 11th Street and SR-260. These improvements will allow proper roadway width for two-way traffic along this corridor. American with Disabilities sidewalk ramps will also be installed. The streetlights and trees will remain in place.

City engineering staff designed the project with a construction estimate of \$185,000.00. The project was publicly bid on June 9, 2023, and received no bids. Minor adjustments were made to the project, which was publicly re-bid on July 14, 2023. At the August 8, 2023 bid opening, three bids were received.

<u>Contractor</u>	<u>Total Bid</u>
Navapache Construction	\$222,976.14
Western Grade LLC	\$348,344.99
ALK Asphalt LLC	\$435,869.80

After evaluating the bids, all three contained errors by either using the old June bid documents or failing to include all necessary items required by the bid advertisement.

Due to those discrepancies, staff recommends rejecting all bids for the construction contract for the East Cooley Roadway Improvements, City of Show Low Project No. R-3323 and re-bidding as soon as possible.

ATTACHMENTS

1. R-3323 Cooley Roadway Aerial Map
2. R-3323 Cooley Roadway Subject Map

FISCAL IMPACT

Anticipated cost:

Funding source (account no.): Widening Road by Chase Bank (12-500-495-7310-2469) \$150,000.00



SUBJECT PROPERTY



N 8TH ST

E HUNING

E HALL

N 9TH ST

E COOLEY

N 11TH ST

N 9TH PL

E BRADY

E BURKE

N 10TH PL

N 11TH PL

SUBJECT PROPERTY

E DEUCE OF CLUBS

N WHITE MOUNTAIN

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Award of Contract for Reidhead House Architectural Services. (Bill Kopp)

RECOMMENDATION

I **MOVE** to award the Professional Services Contract to Motley Design Group, LLC for the Reidhead House Historical Architectural Services, City of Show Low Project number FM-5823 in an amount not to exceed \$54,410.00

BACKGROUND

The Reidhead House, constructed in 1912, is the last standing residential structure of this period in Show Low. The house is an original homestead built by the Reidhead family, one of the City's founders, and was continuously occupied until the City acquired the home in October 2021. The home was acquired for the purpose of preserving this historic home and its unique characteristics for future generations. Upon completion of the renovation, the home will be open for public tours facilitated by the Show Low Museum.

Portions of the building foundation had settled, causing significant cracking of the interior plaster walls and the exterior brick masonry. The foundation has been repaired and leveled using helical piers. Measures have also been taken to protect the foundation from water infiltration, which include replacing rain gutters and re-routing flood irrigation away from the building. It is the City's intent to restore the home to its original period-correct condition. The City has applied for and received grant funding to start the process of restoring the building.

To this end, the City prepared a Request for Qualifications for an architectural consultant to develop a Historic Building Preservation Plan (HBPP) and assess the structure to determine eligibility for Nomination to the National Register. The selected architectural consultant will also complete an evaluation of the property for nomination to the National Park Service's National Register of Historic Places and the Arizona Register of Historic Places. The architect will also prepare construction plans for the recommended restoration of the building.

City staff contacted five Architectural firms that were recommended by the Arizona State Historic Preservation Office. One statement of qualifications (SOQ) was received. The SOQ was reviewed by City staff and the scope and fee was negotiated with the consultant.

Staff recommends awarding the Professional Services Contract to Motley Design Group, LLC for the Reidhead House Historical Architectural Services City of Show Low Project number FM-5823 in an amount not to exceed \$54,410.00

ATTACHMENTS

None

FISCAL IMPACT

Anticipated cost: \$54,410.00

Funding source (account no.): Reidhead House Repairs (11-445-495-7310-2275) \$252,874.00

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: PUBLIC HEARING- Request of Property Owner to Annex Property Near Show Low Lake into the City of Show Low, Arizona - #P-1523. (Anna Atencio)

RECOMMENDATION

A public hearing has been scheduled for this meeting. No further action is required by the Council.

BACKGROUND

Cory Frampton, on behalf of Show Low Lake, LLC, has approached the City requesting annexation of a portion of A.P. Nos 212-11-002 and 212-11-003A into the City of Show Low for the construction of a road in the proposed development of Lakeshore Village. Show Low Lake, LLC owns the said portions of the parcels. The proposed annexation consists of approximately .37 of an acre. The proposed property meets the statutory criteria for annexation. The proposed property for annexation is contiguous on two sides with the corporate limits of the City of Show Low for at least three hundred feet.

At the July 18, 2023 regular Council meeting, staff was directed to file a blank annexation petition with the County Recorder for the proposed annexation property. The blank petition was filed July 19, 2023. After filing the blank annexation petition, there is a 30 day waiting period before signatures may be obtained on the annexation petition. In the last ten days of the 30-day period, a public hearing regarding the annexation is to be held. As required by state statutes, notice of this public hearing has been published in the newspaper, notices were sent to the real and personal property owners, as well as the Board of Supervisors and County Assessor. After the public hearing and once the 30-day waiting period has expired, signatures may be obtained on the petition and filed with the County. An ordinance would then be presented to the Council for consideration.

ATTACHMENTS

1. Annexation Map

FISCAL IMPACT

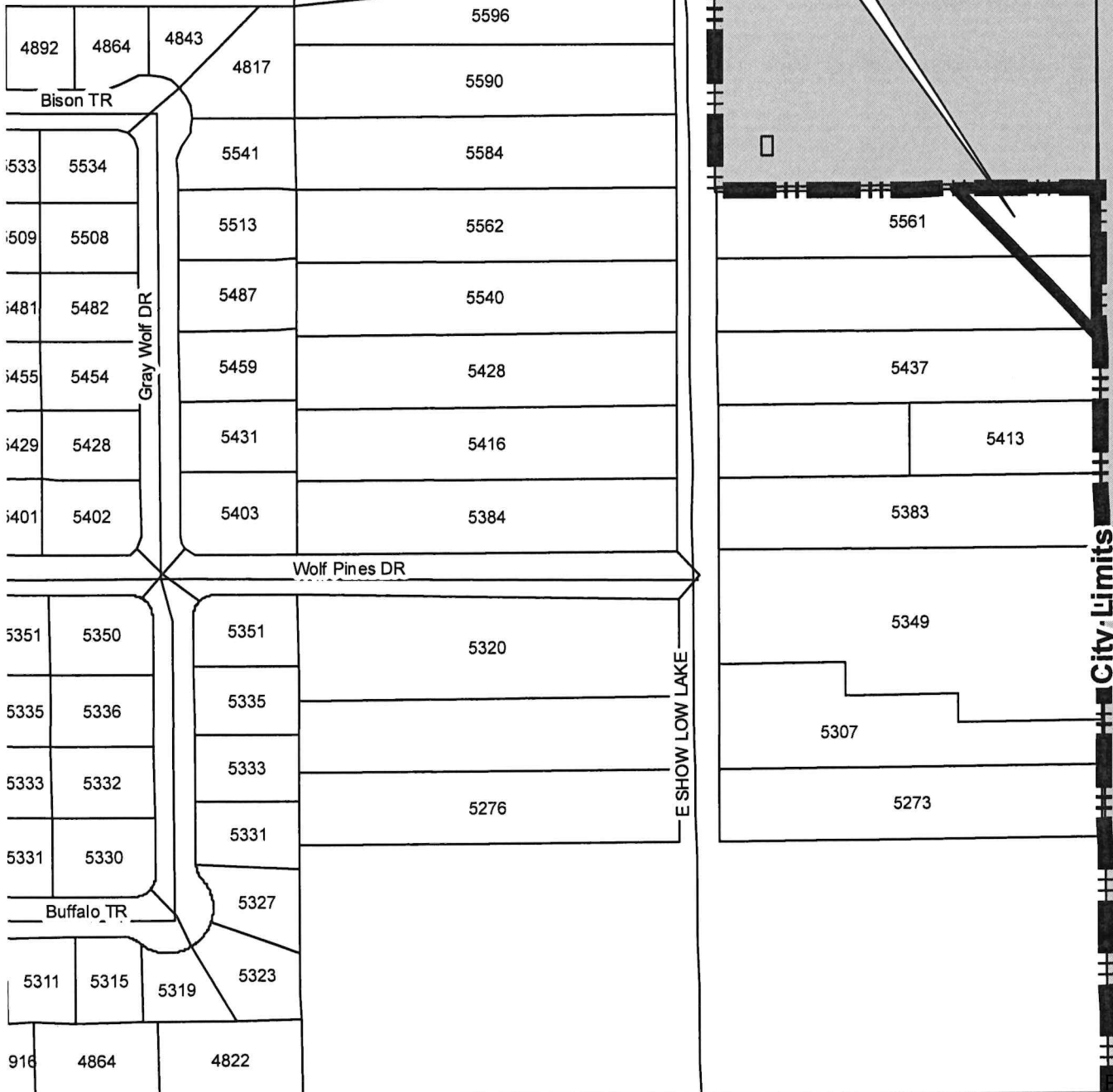
Not Applicable.

5900

5200

City Limits

**Proposed annexation: A portion
of parcels 212-11-002
and 212-11-003A**



City Limits

