

SHOW LOW CITY COUNCIL
Regular Meeting – Tuesday, June 21, 2022

PURSUANT to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public, that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, June 21, 2022, at 7:00 p.m. in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

1. Call to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. **CALL TO THE PUBLIC:**

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

6. **SPECIAL EVENTS:**

- A. Remembrance and Reflection of 20-Year Anniversary of Rodeo-Chediski Fire.
- B. Recognition of Lieutenants and Commendation of Officers.

7. **CONSENT CALENDAR:**

- A. Consideration of Resolution No. R2022-13 Adopting an Annual Policy and Prescribing Procedures for Purchasing from the Mayor and Any Member of the Council. (Ed Muder)
- B. Consideration of Renewal of Agreement with White Mountain Meals on Wheels for Managing Show Low Senior Center for Fiscal Year 2022-23. (Jay Brimhall)

- C. Consideration of Renewal of Agreement with Show Low Historical Society for Fiscal Year 2022-23. (Jay Brimhall)
- D. Consideration of Renewal of Agreement with Show Low Main Street for Fiscal Year 2022-23. (Jay Brimhall)
- E. Consideration of Renewal of Agreement with Show Low Chamber of Commerce for Fiscal Year 2022-23. (Grace Payne)
- F. Consideration of Approval of Annual Purchase Orders for Fiscal Year 2023. (Justin Johnson)
- G. Consideration of Adoption of Resolution No. R2022-14 Designating the Chief Fiscal Officer for City of Show Low and Authorization to Submit the Current Fiscal Year's Annual Expenditure Limitation Report. (Justin Johnson)
- H. Consideration of Termination of Contract with Fluoresco Services LLC for Installation of Six City Entry Signs. (Bill Kopp)
- I. Consideration of Minutes of Show Low City Council meetings:
 - (1) Regular Meeting of June 7, 2022.

8. **NEW BUSINESS:**

- A. Consideration of Award of Construction Contract for 16th Avenue and Park Plaza Roadway Improvements, City of Show Low Project No. R-5422. (Shane Hemesath)
- B. Consideration of Award of Construction Contract for Wayne Berry Lift Station Removal, City of Show Low Project No. S-1722, and Authorization of Associated Budget Transfers. (Shane Hemesath)
- C. Consideration of Approval of Scope Revision to Frontier Park Parking Lot Expansion, City of Show Low Project No. R-2422. (Shane Hemesath)
- D. **PUBLIC HEARING** Regarding Final Budget for Fiscal Year Ending June 30, 2023 and Proposed Secondary Property Tax Levy. (Justin Johnson)
- E. Consideration of Resolution No. R2022-12 Adopting the Final Budget for Fiscal Year Ending June 30, 2023. (Justin Johnson)

AT THIS TIME, THE CITY COUNCIL WILL RECESS INTO A SPECIAL MEETING OF THE SHOW LOW BLUFF COMMUNITY FACILITIES DISTRICT BOARD TO ADOPT THE FINAL BUDGET FOR FISCAL YEAR 2022-23 FOR THE DISTRICT.

9. SUMMARY OF CURRENT EVENTS:

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

10. SCHEDULING OF MEETINGS:

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

11. ADJOURNMENT.**SCHEDULED MEETINGS/EVENTS:**

06/21/22	7:00 PM	CITY COUNCIL – REGULAR MEETING
06/28/22	7:00 PM	P&Z COMMISSION – REGULAR MEETING

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

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

Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on Friday, June 17, 2022.

T:\packets\062122\cca0621

**CITY OF SHOW LOW
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2022-13 Adopting an Annual Policy and Prescribing Procedures for Purchasing from the Mayor and Any Member of the Council (Ed Muder)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2022-13 adopting an annual policy and prescribing procedures for purchasing from the Mayor and any member of the Council.

BACKGROUND

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

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

Attachments:
Resolution No. R2022-13

CITY OF SHOW LOW RESOLUTION NO. R2022-13

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

RECITALS:

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

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

ENACTMENTS:

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

Section 1

During the fiscal year ending June 30, 2023, the City of Show Low may purchase supplies, materials, and equipment from the Mayor or any member of the Council without using competitive public bidding procedures if the amount of a single transaction does not exceed three hundred dollars. The separate, individual total of any transaction in the fiscal year for each member of the Council or for the Mayor shall not exceed one thousand dollars.

Section 2

The Finance Department shall keep separate, up-to-date records of all purchasing transactions with the Mayor and each member of the Council. These records shall be public and shall include the date, amount, and nature of each transaction. The Finance Department shall be responsible for ensuring that the cost of a single transaction made pursuant to this resolution does not exceed three hundred dollars and that the total of such transactions (in the fiscal year ending June 30, 2023) with the Mayor or each individual Council member does not exceed one thousand dollars. Any purchasing transaction with the Mayor or a member of the City Council that exceed these limits shall only be made by public competitive bidding procedures.

Section 3

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

PASSED AND ADOPTED this 21st day of June, 2022, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Nicole Hudson, Deputy City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Renewal of Agreement with White Mountain Meals on Wheels for Managing Show Low Senior Center for Fiscal Year 2022-23 (Jay Brimhall)

RECOMMENDATION

I **MOVE** to renew the agreement with White Mountain Meals on Wheels, Inc. to manage the Show Low Senior Center for fiscal year 2022-23 and authorize the Mayor to sign said agreement.

BACKGROUND

The agreement with White Mountain Meals on Wheels to manage the Senior Center is due for renewal on July 1, 2022, for another year.

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

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

The agreement reflects the annual consideration of \$50,000.00 as discussed during this year's budget meetings. The City pays for all the utilities except phone and refuse services at the Senior Center and maintains insurance on the building for property damage and liability. The City also provides snow removal, performs major repairs, maintains the building, landscaping, parking lot, and outside lights, and deep-cleans and maintains the flooring on an as-needed basis.

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

Attachments:

Agreement for Management of the Show Low Senior Center

FISCAL IMPACT

Anticipated cost: \$50,000.00

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

Agreement for Management of the Show Low Senior Center

THIS Agreement is made and entered into this 21st day of June, 2022, by and between WHITE MOUNTAIN MEALS ON WHEELS, INC., hereinafter referred to as "MOW" and the CITY OF SHOW LOW, hereinafter referred to as "City."

WHEREAS, the City owns the building known as the Senior Center located at 301 East McNeil in Show Low, Arizona, hereinafter referred to as the "property"; and

WHEREAS, the City desires to have the MOW continue to manage the Senior Center including providing congregate dining and recreation opportunities to assist the senior citizens of Show Low; and

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

NOW THEREFORE, in consideration of the following:

1. **SERVICES AND PAYMENT.**

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

- A. Deliver Meals to qualifying seniors in the community and provide congregate meals for lunch, Monday through Friday, except holidays at the Senior Center. MOW may adjust the Friday schedule between October 15 and May 15 to meet seasonal needs.
- B. Manage the Senior Center by scheduling all activities, maintain the Senior Center, including cleaning, dusting, maintenance and small repairs (under \$500), maintain a clean parking lot, light cleaning of windows and bathrooms, any pest control other than the monthly service from the City and to promptly report any maintenance issues that are the City responsibility to the Community Services Director for the City of Show Low.
- C. MOW to hire, fire, train, and maintain employment records and pay any and all salaries.
- D. MOW shall maintain proper liability insurance and property insurance on MOW equipment and list the City as an additional insured as required in paragraph 9 below. MOW to pay for the phone and garbage services.
- E. Maintain hours at the Senior Center from 8:00 a.m. to 3:00 p.m. between

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

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

City to provide the following:

- A. The City shall fund the Senior Center programs and management in the amount of \$50,000.00 annually, which may be made in quarterly installments of \$12,500.00. The first payment shall be due July 1, 2022, and every quarter thereafter during the term of this Agreement. The amount under the contract shall be reviewed annually.
 - B. The City shall pay the gas, electric, sewer and water utilities at the Senior Center.
 - C. The City shall maintain insurance on the building for property damage and liability.
 - D. The City will maintain the property by doing a major cleaning once a year, snow removal, repair of parking lot and outside lights, and monthly pest control. Floor covering maintenance will be provided on an as-needed basis.
2. **TERM.** This agreement shall be for a period of one (1) fiscal year, commencing July 1, 2022, and ending June 30, 2023, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.
3. **IMPROVEMENTS.** At the end of the term hereof, any and all improvements on the Senior Center, shall become the property of the City, with the exception of

MOW equipment provided it can be removed without damage to the property.

4. **ATTORNEY'S FEES.** In the event any action or proceeding is brought by either party against the other arising out of this Agreement in any manner whatsoever, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in such action or proceeding.
5. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.
6. **TIME.** Time is of the essence in this Agreement.
7. **NOTICES.** Whenever in this Agreement, it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served in writing, forwarded by certified mail addressed as follows to:

MOW: Attn: Chairman
 301 East McNeil
 Show Low, AZ 85901

CITY: Attn: City Manager
 CITY OF SHOW LOW
 180 N. 9th Street
 Show Low, AZ 85901

8. **INTERPRETATION.** This Agreement shall be construed in conformity with the laws of the State of Arizona with proper venue to enforce the agreement in Navajo County, Arizona.
9. **INSURANCE.** MOW agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of MOW as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000 combined, single limit for bodily injury and property damage. A certificate of insurance shall be provided to the City naming the City of Show Low as an additional insured. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this 21st day of June, 2022.

**WHITE MOUNTAIN MEALS ON
WHEELS, INC.**

CITY OF SHOW LOW

_____, Chairman

John Leech Jr., Mayor

ATTEST:

Nicole Hudson, Deputy City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney

STATE OF ARIZONA)
) ss
County of Navajo)

SUBSCRIBED AND SWORN to and acknowledged before me this ____ day of _____, 2022, by John Leech Jr., Mayor, on behalf of the CITY OF SHOW LOW known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

My commission expires: _____

STATE OF ARIZONA)
) ss
County of Navajo)

SUBSCRIBED AND SWORN to and acknowledged before me this ____ day of _____, 2022, by _____, Chairman of WHITE MOUNTAIN MEALS ON WHEELS, INC., known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

My commission expires: _____

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Renewal of Agreement with Show Low Historical Society for Fiscal Year 2022-23 (Jay Brimhall)

RECOMMENDATION

I **MOVE** to renew the agreement between the City of Show Low and Show Low Historical Society for fiscal year 2022-23 and authorize the Mayor to sign said agreement.

BACKGROUND

The agreement with the Show Low Historical Society is due for renewal on July 1, 2022, for another year. As the agreement states, the Historical Society will provide a museum for residents and visitors to Show Low that will also serve as a visitor information center.

The agreement reflects the annual consideration of \$36,000.00 as discussed during this year's budget meetings. The City's financial obligation, paid quarterly, is subject to the availability and appropriation of funds. If or when funds are not appropriated or no longer available to provide continued support of the Historical Society, the City shall have the right to terminate the agreement. The agreement is effective July 1, 2022, through June 30, 2023.

Attachments:
Show Low Historical Society Agreement

FISCAL IMPACT

Anticipated cost: \$36,000.00
Funding source (account no.): Organizational Support (11-402-430-8110-0000)

SHOW LOW HISTORICAL SOCIETY AGREEMENT

This Agreement made and entered into this 21st day of June, 2022, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and the SHOW LOW HISTORICAL SOCIETY, Inc., hereinafter referred to as "HISTORICAL SOCIETY."

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

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

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

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

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

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

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

1. The Premises: The Premises ("Premises") shall consist of the building located at 541 East Deuce of Clubs in Show Low, Arizona.
2. Description of Service: The HISTORICAL SOCIETY shall provide a museum for residents and visitors to Show Low to attract people to the CITY and shall serve as a visitor information center. Hours of operation are to be determined by the HISTORICAL SOCIETY and the CITY.
3. The term of this Agreement shall be for a period of one (1) fiscal year, commencing on July 1, 2022, and ending on June 30, 2023, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of

performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.

4. The CITY agrees to pay the HISTORICAL SOCIETY \$36,000 (hereinafter referred to as "annual consideration") in the first year of the agreement. Payment shall be made in quarterly installments of \$9,000 beginning on the 15th of July, 2022. The HISTORICAL SOCIETY agrees that such payments will constitute payment in full for the services to be provided by the HISTORICAL SOCIETY.
5. The CITY shall appoint the City Manager or his/her designee to serve as liaison to the HISTORICAL SOCIETY.
6. The HISTORICAL SOCIETY shall present a written annual report to the City Council and an annual verbal report at a regularly scheduled City Council Meeting.
7. The HISTORICAL SOCIETY shall provide an annual statistical report to the CITY liaison, which shall include all pertinent visitor and other data in electronic format in addition to a paper copy.
8. HISTORICAL SOCIETY personnel and volunteers shall be trained in handling customers in a pleasant and cheerful manner and the personnel shall be knowledgeable about the Show Low area and shall serve as ambassadors of the community.
9. INSURANCE. The HISTORICAL SOCIETY agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of the HISTORICAL SOCIETY as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000 combined, single limit for bodily injury and property damage. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.
10. INDEMNIFICATION. The HISTORICAL SOCIETY agrees to and shall indemnify and hold the CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of the HISTORICAL SOCIETY or its agents or employees.

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

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

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

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

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

CITY OF SHOW LOW

SHOW LOW HISTORICAL SOCIETY

 John Leech Jr., Mayor

By: _____
 Title: _____

ATTEST:

Nicole Hudson, Deputy City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Renewal of Agreement with Show Low Main Street for Fiscal Year 2022-23 (Jay Brimhall)

RECOMMENDATION

I **MOVE** to renew the agreement between the City of Show Low and Show Low Main Street for fiscal year 2022-23 and authorize the Mayor to sign said agreement.

BACKGROUND

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

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

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

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

The SLMS board believes a part-time program manager position is necessary to further professionalize the organization and reduce City staff time in the organization's operations. City staff will continue to support SLMS by attending their monthly meetings and working together on events and projects but in a more advisory and informational role.

SLMS was awarded funding from the City to acquire a part-time program manager in the amount of \$17,500.00. This request was included in the FY2022-23 budget process.

Attachments:

Show Low Main Street Agreement

FISCAL IMPACT

Anticipated cost: \$17,500.00

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

SHOW LOW MAIN STREET AGREEMENT

This Agreement made and entered into this 21st day of June, 2022 by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and SHOW LOW MAIN STREET, INC., hereinafter referred to as "MAIN STREET."

WHEREAS, the CITY and MAIN STREET previously entered into an agreement for services to be provided by MAIN STREET on July 17, 2007; and

WHEREAS, due to economic factors the agreement between the CITY and MAIN STREET was not renewed; and

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

WHEREAS, the CITY and MAIN STREET wish to further professionalize the organization and reduce the amount of the City of Show Low staff time in the organization's operations.

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

1. The CITY agrees to pay MAIN STREET \$17,500 for fiscal year 2022-2023 to employ a part-time Program Manager. Payments will be made in quarterly installments on the 1st day of each quarter beginning July 1, 2022.
2. Description of Service. MAIN STREET agrees to assist the CITY in the revitalization of the downtown redevelopment area and related projects, partnering with the CITY to generate grants to achieve such revitalization purposes, organizing public and private support for revitalization of the downtown redevelopment area, create a main street identity for the downtown redevelopment area, and enhance Show Low's heritage and small-town character in accordance with the Main Street America Four-Point Approach. MAIN STREET shall cooperate and work closely the with Show Low Chamber of Commerce in accomplishing these services.
3. The parties agree that MAIN STREET shall provide specialized services and that MAIN STREET enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute MAIN STREET, nor any of its personnel, volunteers, or directors, as agents, employees or representatives of the CITY.
4. MAIN STREET shall make all relevant records available to the CITY for inspection by the CITY during regular established business hours. These records shall include, but not be limited to, financial records, and minutes of all meetings.

5. MAIN STREET shall submit a written report on a quarterly basis to the CITY and present a yearly report to the City Council at a regularly scheduled Council meeting, which shall include:
 - (a) A financial report accounting for the expenditures related to this Agreement; and
 - (b) A report on the results of services described in paragraph one.
6. The CITY shall appoint the City Manager or his/her designee to serve as liaison to MAIN STREET.
7. The Show Low City Council shall appoint one member of that body to serve on the MAIN STREET Board as a voting member. In the event the Council voting member is absent from MAIN STREET meetings, the CITY liaison (City Manager or his/her designee) shall have proxy voting rights.
8. INSURANCE. MAIN STREET agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of MAIN STREET as contemplated by this Agreement. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.
9. INDEMNIFICATION. MAIN STREET agrees to and shall indemnify and hold CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of MAIN STREET or its agents or employees.
10. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2022 and ending on June 30, 2023, unless either party provides the other with not less than 30 days written notice prior to commencement of any renewal term. The CITY's obligation to perform the agreements specified herein during any CITY fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the CITY shall have the right to terminate said Agreement
11. This Agreement or the payments described herein shall not be assigned, conveyed, or transferred by MAIN STREET to any other party without the express prior written consent of the CITY.

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

CITY OF SHOW LOW

SHOW LOW MAIN STREET

John Leech Jr., Mayor

By: _____

ATTEST:

Title: _____

Nicole Hudson, Deputy City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Renewal of Agreement with Show Low Chamber of Commerce for Fiscal Year 2022-23 (Grace Payne)

RECOMMENDATION

I **MOVE** to renew the agreement between the City of Show Low and Show Low Chamber of Commerce for fiscal year 2022-23 and authorize the Mayor to sign said agreement.

BACKGROUND

At its meeting on June 15, 2021, the City Council approved an agreement with the Show Low Chamber of Commerce (Chamber) to operate the Tourist Information Center (TIC) for FY22. The current agreement expires on June 30, 2022.

The attached agreement outlines current and new expectations of the TIC to mark growth and inspire vitality and advantageous marketing efforts for the TIC, including but not limited to, new marketing strategies, new outreach strategies, more robust reports, and expanded volunteer training. Additionally, the Chamber has created multiple committees that will further define a sustainable plan for continued improvements and offerings to the TIC as well as Chamber members.

The terms of the proposed agreement provide a one-year term beginning on July 1, 2022, and expiring on June 30, 2023, in the amount of \$57,500.00 to operate the TIC during the period of the agreement less the amount of \$13,500.00 per year as set forth in a separate agreement, which will be brought to Council at July's meeting, for the payoff on the Chamber building. The Chamber will provide monthly reports to staff, which will be reported in the weekly manager's memo. City staff and the Chamber will continue to meet regularly to discuss ways to improve the TIC.

Staff recommends approving the agreement with the Chamber for TIC services and authorizing four quarterly payments of \$11,000.00 for the period of July 1, 2022, to June 30, 2023.

Attachments:

Show Low Chamber of Commerce Agreement

FISCAL IMPACT

Anticipated cost: \$57,500.00

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

SHOW LOW CHAMBER OF COMMERCE AGREEMENT

This agreement made and entered into this 21st day of June 2022, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and the SHOW LOW CHAMBER OF COMMERCE, hereinafter referred to as "CHAMBER."

WHEREAS, the CITY and CHAMBER desire to enter into an Agreement for the operation of a Tourist Information Center to be provided by the CHAMBER; and

WHEREAS, the CITY is authorized, pursuant to A.R.S. § 9-493 to spend funds for the purpose of encouraging immigration, new industries and investment in the City, and for the distribution of pamphlets, booklets and brochures advertising the City.

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

1. Description of Services: In operating the Tourist Information Center (TIC) the CHAMBER shall provide advertising, promotional, and tourism services to visitors of the CITY and shall serve as a visitor information center between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, (October through April) and from May through September the hours will be Monday through Thursday from 9:00 a.m. to 4:00 p.m., Friday from 9:00 a.m. to 5:00 p.m. and Saturday from 9:00 a.m. to 1:00 p.m. Any changes to the hours will be as agreed upon between the parties by mutual agreement and any changes to the hours will be based on demonstrated visitor patterns to the TIC. The CITY recognizes the need to implement seasonal hours for the TIC in order to best serve those visiting the building. The CITY expects that high traffic times will be staffed regardless of ribbon cuttings and other scheduled functions of the Chamber, with the exception of designated CHAMBER holidays. The CHAMBER shall provide the CITY with a list of such designated holidays on an annual basis. The CHAMBER shall cooperate and work closely with Show Low Main Street in accomplishing these services.
2. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2022, and ending June 30, 2023, unless either party provides the other with not less than 30 days written notice. The CITY and the CHAMBER agree to continue to meet monthly to discuss ways to improve the performance of the Tourist Information Center.
3. The CITY's obligation to perform the agreements specified herein during any CITY fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the CITY shall have the right to terminate this agreement.
4. The CITY agrees to pay the CHAMBER \$57,500.00 to operate the Tourist Information Center during the period of the agreement less the amount of

\$13,500.00 per year as set forth in a separate agreement for the payoff on the CHAMBER building. Payment shall be made in four installments of \$11,000.00 per the reduced amount. The CHAMBER agrees that such payments will constitute payment in full for the promotional/tourism services to be provided by the CHAMBER.

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

member is absent from CHAMBER meetings, the CITY liaison (City Manager or his/her designee) shall have proxy voting rights.

8. The CITY and the CHAMBER agree to help refer volunteers to one another to assist in activities for the City and the Tourist Information Center.
9. The CHAMBER shall present a written quarterly report to the City Council and a semiannual verbal report at a regularly scheduled City Council meeting.
10. The CHAMBER shall provide a monthly statistical report to the CITY liaison, which shall include all pertinent tourism and visitor data in computer files in addition to a copy suitable for printing.
11. The CHAMBER agrees to be an active participant in local activities and special events and to work with Show Low Main Street as they work on tourism activities and business development and retention programs.
12. CHAMBER personnel shall be trained in handling customers in a pleasant and cheerful manner, knowledgeable about the Show Low area, and serve as ambassadors of the community.
13. INSURANCE. The CHAMBER agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of the CHAMBER as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000.00 combined, single limit for bodily injury and property damage. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.
14. INDEMNIFICATION. The CHAMBER agrees to and shall indemnify and hold CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of the CHAMBER or its agents or employees.
15. This agreement or the payments described herein shall not be assigned, conveyed, or transferred by the CHAMBER to any other party without the express prior written consent of the CITY.
16. Any notices required to be given to the CITY or the CHAMBER under the terms of this Agreement shall be deemed given five (5) days after mailed by certified

mail, postage prepaid, addressed to the Chamber Director and City Manager at their respective business addresses.

CITY OF SHOW LOW

SHOW LOW CHAMBER OF COMMERCE

John Leech Jr., Mayor

By: _____
Stefan Wehnau
President, Board of Directors

ATTEST:

Nicole Hudson, Deputy City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Approval of Annual Purchase Orders for Fiscal Year 2023 (Justin Johnson)

RECOMMENDATION

I **MOVE** to approve the list of annual purchase orders for fiscal year 2023.

BACKGROUND

Each year the City of Show Low issues annual purchase orders for goods and services to be purchased throughout the fiscal year. For fiscal year 2023, the following goods and services require City Council approval of the annual purchase order. Each vendor is considered a “sole-source” vendor, meaning it is the only vendor from which goods and services can be purchased because of department specifications and vendor restrictions.

Dana Kepner – Amount not to exceed \$30,000 for purchasing water meters for stock. These meters will be purchased for new construction and to replace meters that become damaged or inoperable during the course of the fiscal year. Dana Kepner is the only vendor in this region that can sell Sensus meters to the City.

Mountain States Pipe & Supply – Amount not to exceed \$85,000 for purchasing Electronic Reciprocal Transfer System (ERTS) to relay signals from the water meters to the handheld receiver. Vendor through the City of Tucson Cooperative Purchasing Agreement.

Dana Kepner – Amount not to exceed \$102,000 for purchasing water meters for the meter exchange program. Staff budgets for this program each year. These meters replace manual meters and AMCO meters installed several years ago as well as meters over 20 years old to ensure accurate readings of water usage for correct billing and reporting.

Arizona Labor Force/Arizona Temporary Personnel – Amount not to exceed \$95,000 for temporary labor services to help the Parks Maintenance/Facilities Division (\$75,000) and the Streets Division (\$20,000) during the spring and summer and for special events.

Legend Technical Services – Amount not to exceed \$65,000 for Water Division (\$45,000) and Wastewater Division (\$20,000) laboratory testing services required for environmental compliance. Vendor through SAVE Cooperative Purchasing WUD 113-04.

Hills Brothers Chemical Company Services – Amount not to exceed \$60,000 for chemicals for Water Division (\$20,000) and Wastewater Division (\$40,000) for disinfection per ADEQ regulations required for environmental compliance. Vendor through the Chandler Cooperative Purchasing Agreement.

FISCAL IMPACT

Funding source (account no.): Water Maintenance (43-760-490-4120-0000) \$115,000; Meter Replacement Program (43-760-490-4125-0000) \$102,000; Other Contractual Service (11-445-430-3300-0000) \$75,000; Other Contractual Services (12-500-430-3300-0000) \$20,000;

Testing Fees (43-760-490-4110-0000) \$45,000); Testing Fees (42-755-490-4110-0000) \$20,000; Water Maintenance (43-760-490-4120-0000) \$20,000; Wastewater Maintenance (42-755-490-4120-0000) \$40,000

T:\packets\062122\Annual Purchase Orders FY2023

**CITY OF SHOW LOW
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Adoption of Resolution No. R2022-14 Designating the Chief Fiscal Officer for City of Show Low and Authorization to Submit the Current Fiscal Year's Annual Expenditure Limitation Report (Justin Johnson)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2022-14 designating Justin Johnson as Chief Fiscal Officer for City of Show Low and authorization to submit the current Fiscal Year's Annual Expenditure Limitation Report.

BACKGROUND

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

Staff recommends adopting Resolution No. R2022-14 designating Justin Johnson as Chief Fiscal Officer for City of Show Low.

Attachments:
Resolution No. R2022-14

CITY OF SHOW LOW RESOLUTION NO. R2022-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER AUTHORIZED TO FILE FINANCIAL DOCUMENTS ON BEHALF OF THE CITY OF SHOW LOW

RECITALS:

WHEREAS, Arizona Revised Statute 41-1279.07 requires the governing body of every Arizona city to annually provide the Auditor General the name of the Chief Fiscal Officer (CFO) designated to submit Annual Expenditure Limitation Reports (AELR); and

WHEREAS, the Auditor General requires documentation of the official action taken by the City Council designating the individual authorized to file the AELR;

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Show Low, Arizona, as follows: That Deputy City Manager, Justin Johnson, is authorized to submit financial reports, including but not limited to Annual Expenditure Limitation Reports, to federal, state and county agencies on behalf of the City of Show Low, Arizona.

PASSED AND ADOPTED this 21st day of June, 2022, by the Mayor and Council of the City of Show Low, Arizona.

John Leech Jr., Mayor

ATTEST:

Nicole Hudson, Deputy City Clerk

APPROVED AS TO FORM:

Morgan Brown, City Attorney

**CITY OF SHOW LOW
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Termination of Contract with Fluoresco Services LLC for Installation of Six City Entry Signs (Bill Kopp)

RECOMMENDATION

I **MOVE** to terminate the contract with Fluoresco Services LLC for the installation of six City entry signs.

BACKGROUND

On June 1, 2021, the City Council approved a contract for upgrading and adding highway signs at five locations on Arizona Department of Transportation highways and a sixth location on Penrod Road in addition to the entry sign at the Deuce of Clubs and Clark Road intersection. The project was publicly bid and Fluoresco Services LLC was selected to do the work for an amount not to exceed \$313,020.00. Subsequent to the award of contract, the Council also approved a change order in an amount of \$11,728.80.

Fluoresco provided design drawings for the project but due to supply chain and labor force challenges, they could not take the project further without a very significant price increase. Fluoresco has formally requested that the contract be terminated. There have been no invoices paid to Fluoresco and they have agreed to let the City keep the design work product at no charge.

Staff has been in contact with the second low bidder, a local company, for pricing to do the signs. Staff will have a recommendation on how to proceed at a future meeting.

Staff recommends terminating the contract with Fluoresco Services LLC for the installation of six City entry signs.

MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, JUNE 7, 2022, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA

1. Call to Order.

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

2. Roll Call.

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

COUNCIL MEMBERS ABSENT: Councilman Allsop.

STAFF MEMBERS PRESENT: Ed Muder, City Manager; Morgan Brown, City Attorney; Justin Johnson, Deputy City Manager; Jeff McNeil, Police Commander; Bill Kopp, Public Works Director; Justen Tregaskes, Planning and Zoning Director; Shane Hemesath, City Engineer; Jacob Allen, Airport Manager; Rick Austin, Public Works Operations Manager; Nicole Hudson, Deputy City Clerk; and Rachael Hall, City Clerk.

GUESTS: Zach Barlow, Chris Hudson, Bruce Ironside, Doug Roberts, Curt and Victoria Fernau, Jodi Whitehead, Randy and Cassie Chevalier, Daryl Seymore, Gary Martinson, Bill and Jan Skibbe, Michael and Julie Crane, and others.

3. Invocation.

Councilman Hatch gave the invocation.

4. Pledge of Allegiance.

Vice Mayor Kakavas 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.

Bill Skibbe expressed concerns about speeding vehicles, transport trucks, and freight trucks on East Owens Street between the Deuce of Clubs and Central Avenue.

Doug Roberts, on behalf of Rim Country Cruisers, thanked the City and the community for their support for the Cruz'n the Rim Car Show event.

6. **SPECIAL EVENTS:**

A. Presentation by City of Show Low's American Disabilities Act Committee.

Justen Tregaskes, Coordinator of Show Low's Americans with Disabilities Act (ADA) Committee, said the five-member committee was formed in 2018 and met quarterly. The committee's purpose was to discuss and plan the responsibilities of all City departments to ensure that City assets complied with ADA requirements. The committee assisted in these efforts by identifying compliance requirements and projects that aided in furthering ADA accessibility within the City.

Mr. Tregaskes reviewed some of the City's major ADA compliant projects that had been completed in the past year including upgraded transit bus stop stations which included concrete pads and room under the shelter for a wheelchair, phase 2 of the Show Low Meadow Trail, parking lot upgrades at Frontier Field, City Park restroom upgrades, the library expansion, and the sidewalk connectivity on Show Low Lake Road.

Mr. Tregaskes reviewed future and under construction ADA-compliant projects including a 100% ADA-compliant playground and splash pad at Frontier Park and the Arizona Department of Transportation (ADOT) sidewalk connectivity along White Mountain Road.

Vice Mayor Kakavas asked about the sidewalk locations on the ADOT White Mountain Road sidewalk connectivity. Mr. Hemesath said the sidewalk, curb, and gutters began at the Petsense location and extended up past Home Depot to approximately the Navajo County line on both sides of the highway.

Mayor Leech asked if more handicapped parking stalls would be required at Frontier Park with the addition of the ADA-compliant playground and splash pad. Mr. Tregaskes said ADA guidelines provided specifications for ADA-compliant parking stalls based on the total number of parking stalls available in the area. The number of ADA-compliant parking stalls at Frontier Park met those guidelines.

7. **CONSENT CALENDAR:**

- A. Consideration of Approval of Declaration of Surplus Property for June 2022 Auction. (Rick Austin)
- B. Consideration of Acceptance of City Campus Parking Lot Improvements, City of Show Low Project No. R-1621. (Shane Hemesath)
- C. Consideration of Acceptance of Supervisory Control and Data Acquisition Control System. (Bill Kopp)
- D. Consideration of Acceptance of Reidhead House Foundation Repair, City of Show Low Project No. FM-2522. (Bill Kopp)
- E. Consideration of Noncommercial Ground Lease with La Copious, L.L.C. and Termination of Noncommercial Ground Lease with Doug Riggins at Show Low Regional Airport. (Jacob Allen)
- F. Consideration of Approval of Final Development Plan for Woodside Recreational Vehicle Park. (Justen Tregaskes)
- G. Consideration of Approval of Final Plat for Silver City at Buffalo Bill's Located on A.P.N. 309-52-028F. (Justen Tregaskes)
- H. Consideration of Approval of Final Plat for Buffalo Bill's Resort Villas Located on A.P.N. 309-52-028E. (Justen Tregaskes)
- I. Consideration of Acceptance of Bison Pass. (Justen Tregaskes)
- J. Consideration of Resolution No. R2022-11 Granting Utility Easement to Arizona Public Service. (Shane Hemesath)
- K. Consideration of Acceptance of Sunken Manhole Repair Project, City of Show Low Project No. S-2722. (Shane Hemesath)
- L. Consideration of Approval of License Agreement with Kachina Amateur Radio Club. (Morgan Brown)
- M. Consideration of Approval of List of City-Owned Vehicles as Exempt Vehicles from Registration Requirements in Accordance with A.R.S. §§ 28-2511, 38-538, and 38-538.03 (Brad Provost)
- N. Consideration of Minutes of Show Low City Council meetings:
 - (1) Special Meeting of May 17, 2022.
 - (2) Regular Meeting of May 17, 2022.

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

8. **NEW BUSINESS:**

- A. Consideration of Award of Contract for Commercial Trash Dumpster/Roll-Off Services in City of Show Low, City of Show Low Project No. FM-5722. (Bill Kopp)

Mr. Kopp said the City had commercial dumpster/roll-off services for eight years by Larson Waste Inc. The contract had reached its final year of renewal. In April 2022, City staff advertised for bids for commercial trash dumpster/roll-off services at various City facilities. The contract term would be for three years with the option of additional two one-year renewals.

Mr. Kopp said on May 10, 2022, bid packages were publicly opened at City Hall. Three responsive bid packages were received as shown on the bid tabulation. Staff determined that Waste Management was the most cost-effective bid.

Mr. Kopp said the City currently had one two-yard dumpster, two four-yard dumpsters, nine six-yard dumpsters, one 15-yard dumpster, and two 30-yard dumpsters. The bid proposal would give staff the flexibility to determine service frequency and size of container at each location.

Mr. Kopp said staff recommended awarding the contract for commercial dumpster/roll-off collection services to Waste Management, Inc., effective July 1, 2022.

COUNCILMAN CLARK MOVED TO AWARD THE COMMERCIAL TRASH DUMPSTER/ROLL-OFF CONTRACT TO WASTE MANAGEMENT, INC., FOR AN INITIAL TERM OF THREE YEARS BEGINNING JULY 1, 2022, WITH TWO ADDITIONAL ONE-YEAR OPTIONS, AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, CLARK, HATCH, AND JUDD VOTING IN FAVOR.

- B. Consideration of Resolution No. R2022-10 Adopting the Tentative Budget and Establishing the Expenditure Limitation for Fiscal Year Ending June 30, 2023. (Justin Johnson)

Mr. Johnson said the budget development process began in January 2022 with departments presenting their budgets to City management. As presented in a town hall and several public City Council study sessions, the tentative budget focuses on maintaining current operations and one-time capital expenses that met the Council's stated priorities.

Mr. Johnson said Resolution No. R2022-10 would adopt the tentative budget for fiscal year 2023 in the amount of \$98,607,479. All Council goals and priorities were taken into consideration when developing the budget.

Mr. Johnson said the recommended budget number that was presented to the Council previously was \$493,159 more than the number that was presented in the tentative budget. The increase was due carryover projects including \$150,000 for city entry signs, \$130,000 for the rehabilitation of the tennis courts at the City Park, \$109,556 for lighting at the BMX track, and \$103,603 for the Taxiway A overlay project at the airport.

Mr. Johnson said the fiscal year 2022 adopted budget was \$72.8 million, compared to the 2023 tentative budget of \$98.6 million. The majority of the increase was due to capital carry overs, and streets and wastewater bonding projects.

Mr. Johnson said the beginning fund balance was \$40,336,653 from prior years' savings and reserves. Other financing sources (unanticipated) came to \$9,000,000, interfund transfers were \$8,333,637, and operating revenues were \$55,877,176 (revenue that would be collected or earned during the fiscal year).

Mr. Johnson said operating revenues of \$55,877,176 would come from local taxes (26.3%), charges for services (9.4%), intergovernmental revenues (16.7%), state-shared revenues (12.3%), utility fees (16.9%), miscellaneous (18.1%), and fines and forfeitures (0.3%).

Mr. Johnson said utility fee revenues were projected to be \$9.4 million, consisting of water at \$5.1 million, wastewater at \$3.1 million, and sanitation at \$1.2 million. Wastewater rates were due to increase January 1 to reflect the Consumer Price Index (CPI) adjustment. There would be no CPI increase for water rates. The sanitation rate would increase from \$15.92 to \$17.50, and the increase would be effective as of July 1. The cost for a second polycart would increase from \$7.03 to \$7.25.

Vice Mayor Kakavas asked if there was a cap amount that could be placed on the CPI adjustment. Mr. Muder said there was not a cap on the water and wastewater CPI adjustment.

Mr. Johnson said local sales tax collections, the number one source of revenue, were budgeted at \$14.0 million. Year-to-date sales tax collections were \$17.05 million and sales tax revenues for FY2023 were conservatively estimated at \$14 million. State-shared revenues were currently programed at 95% of state estimates for FY2022. State-shared revenue budget estimates had not been received from the State.

Mr. Johnson said the intergovernmental revenues were \$9.3 million, which included grant revenue and new grants that would come before the Council for approval as they were awarded.

Mr. Johnson said expenditures by type included personnel (21.3%), capital (43.9%), operational (21.8%), debt service (3.6%), reserves (9.0%), and contingency/CIP (capital improvements program) reserves (0.3%).

Mr. Johnson said personnel expenditures totaled \$19,016,208. Mr. Johnson said full-time equivalents (FTE) would increase from 173.5 to 177.9. The Arizona State Retirement System rate decreased from 12.41% in FY2022 to 12.17% in FY2023. The Public Safety Personnel Retirement System went unchanged.

Mr. Johnson reviewed personnel by service area and said public safety had 35.2% of the City's employees; community services, 14.9%; utilities, 15.8%; public works, 17.5%; general government, 12.6%; and planning and zoning, 4%.

Mr. Johnson said capital/contingencies totaled \$39.3 million, a \$15.6 million increase from FY2022. The majority of the increase was due to capital carryovers.

Mr. Johnson said CIP reserves totaled \$5.9 million, which included three months' operating revenues. The general fund included a \$1 million voter-required reserve, but the City had a \$4.2 million reserve, more than was legally required. The water treatment plant reserve was budgeted at \$2.1 million. The updated construction cost for the water treatment plant was \$4.1 million.

Mr. Johnson said debt service (total outstanding debt) across all funds was \$3.0 million.

Mr. Johnson said expenditures by service area were utilities (25.5%), public works (27%), public safety (15%), community services (2.7%), general government (27.4%), debt service (2.2%), and improvement districts/Community Facilities District (0.2%).

Mr. Johnson said Resolution No. R2022-10 would adopt the tentative budget and establish the City's expenditure limitation for fiscal year 2023 at \$98,607,479. The budget would be advertised in the newspaper for the next two weeks. A public hearing would be held on the final budget and the secondary property tax levy on June 21, when the final budget would be adopted. The secondary property tax levy would be adopted at the July 19 meeting.

Vice Mayor Kakavas asked Mr. Johnson to explain why the City budgeted 5% less than the expected revenue. Mr. Johnson said the City budgeted State-shared revenues at 95% of the prior year's actual revenues which allowed for a 5% cushion and local sales tax was also budgeted less than prior year's actual. Projecting lower revenues provided surplus funds in the event of a financial decline such as a recession.

Councilman Clark asked Mr. Johnson to explain the amount discrepancy between the budgeted and the spent amounts. Mr. Johnson the bulk of the discrepancy between the amounts would be due to project carry overs. In the general fund, when the dollars did not get spent and were not tied to a project they rolled over into the fund balance.

VICE MAYOR KAKAVAS MOVED TO ADOPT RESOLUTION NO. R2022-10 ADOPTING THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR FISCAL YEAR 2023 AT \$98,607,479.00; SECONDED BY COUNCILMAN HATCH; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, CLARK, HATCH, AND JUDD VOTING IN FAVOR.

AT THIS TIME, THE CITY COUNCIL RECESSED INTO A SPECIAL MEETING OF THE SHOW LOW BLUFF COMMUNITY FACILITIES DISTRICT BOARD TO ADOPT THE TENTATIVE BUDGET FOR FISCAL YEAR 2022-23 FOR THE DISTRICT.

The Show Low City Council recessed into a Special Meeting of the Show Low Bluff Community Facilities District Board at 7:42 p.m. The Show Low City Council reconvened at 7:46 p.m.

9. **SUMMARY OF CURRENT EVENTS:**

- A. Council Members

Councilman Hatch said he had received positive feedback from an out-of-town visitor regarding the improvements that had been made to the Meadow.

Vice Mayor Kakavas commended City staff for the work that they put into preparing the City Council meetings.

Councilman Clark expressed his condolences to the family of Pete Stock.

B. Mayor

Mayor Leech said he attended the Cruz'n the Rim Car Show, the farmer's market, and the BMX racing event over the weekend and he commended each organization for hosting successful events.

Mayor Leech encouraged citizens to volunteer in the community.

C. City Manager

Mr. Muder said this year's Project Clean Sweep ended June 11, which was the last day to haul debris for free to the Lone Pine Transfer Station. He reminded residents to take a current Show Low utility bill or identification showing their physical address.

Mr. Muder said Show Low Days would be June 11 at Frontier Field with live music, arts and crafts, a kid's zone and food.

Mr. Muder said Show Low Main Street's weekly Saturday farmers' market & art walk continued and would run through September 24 at Festival Marketplace along Cooley.

Mr. Muder said in public works projects, the City's contractor would begin slurry sealing selected city streets June 14, and the project was scheduled to last two weeks. The schedule was posted on the City's website, although, it was subject to change due to inclement weather. Work began on the McNeil Acres sewer project and work continued on the last roadway on the sewer project at McNeil from 4th to 8th Avenue. He thanked citizens for their patience as important improvements were made around the City.

10. **SCHEDULING OF MEETINGS:**

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

None.

11. **ADJOURNMENT.**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF JUNE 7, 2022, AT 7:55 P.M.**

ATTEST:

APPROVED:

Rachael Hall, City Clerk

John Leech, Jr., Mayor

T:\docs\cc060722

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the **REGULAR MEETING** of the City Council of Show Low held on June 7, 2022. 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

Project Name: S16th Ave and Park Plaza Roadway Improvements Project No. R-5422
Bid Opening June 16, 2022 @ 2:15 PM

BID SCHEDULE A				Perkins Cinders, Inc.	1	Hatch Construction and Paving, Inc.	2	Surface Contractin g, Inc.	3
Item	Description	Unit	No. of Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$27,846.59	\$27,846.59	\$85,000.00	\$85,000.00	\$44,000.00	\$44,000.00
2	Traffic Control	LS	1	\$15,821.93	\$15,821.93	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
3	Sawcut Existing Concrete/Asphalt	LF	175	\$5.27	\$922.25	\$4.00	\$700.00	\$3.00	\$525.00
4	Remove Existing Concrete Driveway	SF	120	\$8.31	\$997.20	\$10.00	\$1,200.00	\$10.00	\$1,200.00
5	Remove Existing Asphalt Driveway	SF	200	\$4.99	\$998.00	\$10.00	\$2,000.00	\$4.00	\$800.00
6	Cut and remove Existing CMP	LF	20	\$36.92	\$738.40	\$50.00	\$1,000.00	\$50.00	\$1,000.00
7	Pulverize Existing Asphalt Per Plan Detail and Specifications	SY	9,700	\$2.53	\$24,541.00	\$2.00	\$19,400.00	\$3.00	\$29,100.00
8	Reshape Roadway and Compact	SY	9,700	\$3.03	\$29,391.00	\$3.00	\$29,100.00	\$3.60	\$34,920.00
9	Haul off Excess Pulverized Material from 16 th Avenue to 25 th Drive	CY	300	\$15.26	\$4,578.00	\$25.00	\$7,500.00	\$30.00	\$9,000.00
10	Install 3" Asphalt Overlay	Tons	1,820	\$128.37	\$233,633.40	\$120.00	\$218,400.00	\$118.00	\$214,760.00
11	Roadway Base Repair –Excavate 6-inches minimum depth of Subgrade and dispose of material, Install and compact Asphalt Millings provided by City	CY	100	\$42.45	\$4,245.00	\$30.00	\$3,000.00	\$100.00	\$10,000.00
12	Install Concrete Driveway 6-Inches Thick	SF	120	\$35.16	\$4,219.20	\$12.00	\$1,440.00	\$22.00	\$2,640.00
13	Install ADA Sidewalk Ramp Per MAG Std Dtl 236-5 (include curb in price)	EA	2	\$2,162.33	\$4,324.66	\$3,500.00	\$7,000.00	\$2,600.00	\$5,200.00
14	Install Sidewalk Per MAG Std Dtl 230	SF	575	\$16.11	\$9,263.25	\$10.00	\$5,750.00	\$9.00	\$5,175.00
15	Install 15" CMPA Culvert	LF	100	\$82.75	\$8,275.00	\$120.00	\$12,000.00	\$120.00	\$12,000.00
16	Install 18" CMPA Culvert	LF	100	\$103.69	\$10,369.00	\$120.00	\$12,000.00	\$130.00	\$13,000.00
17	Lower the Existing Water Valve and raise to finished Asphalt Grade Per COSL Std Dtl W-08	EA	6	\$1,002.05	\$6,012.30	\$1,000.00	\$6,000.00	\$1,850.00	\$11,100.00
18	Lower the Existing Sewer Manhole/cleanout and raise to finished Asphalt Grade Per COSL Std Dtl S-01, S-02, S-06	EA	13	\$1,318.49	\$17,140.37	\$1,200.00	\$15,600.00	\$2,300.00	\$29,900.00
19	FORCE ACCOUNT^C	F.A.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
GRAND TOTAL					\$413,316.55		\$447,090.00		\$449,320.00

**CITY OF SHOW LOW
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Award of Construction Contract for Wayne Barry Lift Station Removal, City of Show Low Project No. S-1722, and Authorization of Associated Budget Transfers (Shane Hemesath)

RECOMMENDATION

I **MOVE** to award the construction contract for the Wayne Barry Lift Station Removal, City of Show Low Project No. S-1722, to Apache Underground and Excavating in an amount not to exceed \$184,320.00, and authorize the associated budget transfers.

BACKGROUND

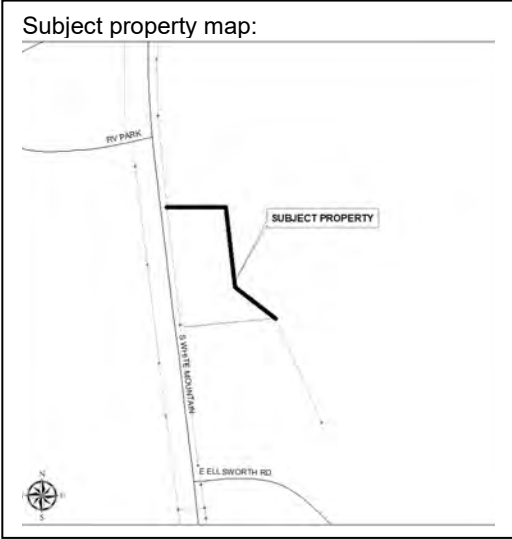
The City’s fiscal year 2022 Capital Improvement Plan budget included \$125,000.00 for a sewer line replacement project labeled “Wayne Barry Lift Station Removal/Extension”. The existing wastewater collection system in the area currently flows to the Wayne Barry Wastewater Lift Station and is pumped to a gravity main along SR-260. Over the past few years, sewer line extensions have been installed along the east side of SR-260. The new sewer mains allow for a new gravity flow option in the area and the elimination of the need for the Wayne Barry Lift Station. The scope of work includes installing approximately 1,000 linear feet of new eight-inch PVC sewer line and six manholes. The work also includes removing and replacing any asphalt or concrete to complete the sewer replacement and the installation of new sewer services.

The project was designed by Painted Sky Engineering with a construction estimate of \$178,000.00. Arizona Department of Environmental Quality approvals to construct were obtained. The project was publicly bid in accordance with statutory requirements with the following results:

<u>Contractor</u>	<u>Base Bid</u>
Apache Underground and Excavating	\$184,320.00
Rawlings Specialty Contracting	\$189,362.50
Western Grade LLC	\$368,188.65

Staff recommends awarding the construction contract for the Wayne Barry Lift Station Removal, City of Show Low Project No. S-1722, to Apache Underground and Excavating in an amount not to exceed \$184,320.00 and authorizing the associated budget transfers.

Attachments:
Bid tabulation



FISCAL IMPACT

Anticipated cost: \$184,320.00
Funding source: Wayne Barry Lift Station Removal (42-755-180-1620-0000/7552269)

Description	Account	Approved Budget	Transfer	Amended Budget
Wastewater General Improvements	42-755-180- 1620/0000/7551802	\$150,000	(85,518)	\$64,482
Wayne Berry Lift Station Removal	42-755-180-1620- 0000/7552269	\$116,637	85,518	\$202,155
Total		<u>\$266,637</u>		<u>\$266,637</u>

T:\packets\062122\WayneBerryLiftStation

Project Name: Wayne Barry Lift Station Removal Project Project No. S-1722
Bid Opening June 14, 2022 @ 2:00 PM

	BID SCHEDULE A			Apache Underground & Excavating LLC	1	Rawlings Specialty Contracting, LLC	2	Western Grade LLC	3
Item	Description	Unit	No. of Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
2	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
3	Sawcut and Remove Existing Concrete Driveway	SF	125	\$12.00	\$1,500.00	\$10.00	\$1,250.00	\$18.56	\$2,320.00
4	Sawcut and Remove Existing Asphalt	SY	275	\$10.00	\$2,750.00	\$7.50	\$2,062.50	\$50.42	\$13,865.50
5	Remove Existing 8" PVC Sewer Main	LF	25	\$10.00	\$250.00	\$10.00	\$250.00	\$27.20	\$680.00
6	Remove Existing Concrete Valley Gutter	SF	35	\$12.00	\$420.00	\$25.00	\$875.00	\$10.58	\$370.30
7	Remove and replace chainlink fence	LF	100	\$12.00	\$1,200.00	\$10.00	\$1,000.00	\$77.75	\$7,775.00
8	Install 8" SDR-35 PVC Sewer Main Per COSL Std Dtl S-07	LF	900	\$78.00	\$70,200.00	\$75.00	\$67,500.00	\$278.51	\$250,659.00
9	Install 48" Diameter Concrete Sewer Manhole Per COSL Std Dtl S-02, S-03, S-04	EA	6	\$8,000.00	\$48,000.00	\$9,500.00	\$57,000.00	\$7,632.50	\$45,795.00
10	Install 6" Sewer Service with Clean out Per COSL Std Dtl S-05 and Connect to Existing Service	EA	3	\$2,300.00	\$6,900.00	\$1,500.00	\$4,500.00	\$757.00	\$2,271.00
11	Install Traffic Rated Box on Sewer Service Cleanout	EA	1	\$700.00	\$700.00	\$300.00	\$300.00	\$242.00	\$242.00
12	Install 3" AC on 8" ABC Roadway Patch	SY	275	\$65.00	\$17,875.00	\$60.00	\$16,500.00	\$46.25	\$12,718.75
13	Install Concrete Valley Gutter	SF	35	\$15.00	\$525.00	\$25.00	\$875.00	\$42.86	\$1,500.10
14	Install Extra Protection Concrete encasement at Waterline Crossing per MAG Std Dtl 404 and Section 610	EA	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,242.00	\$1,242.00
15	Rock Excavation *	CY	150	\$100.00	\$15,000.00	\$85.00	\$12,750.00	\$75.00	\$11,250.00
16	FORCE ACCOUNTc	F.A.	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
	Total				\$184,320.00		\$189,362.50		\$368,188.65

RV PARK

SUBJECT PROPERTY

S WHITE MOUNTAIN

E ELLSWORTH RD



CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Approval of Scope Revision to Frontier Park Parking Lot Expansion, City of Show Low Project No. R-2422 (Shane Hemesath)

RECOMMENDATION

I **MOVE** to approve a scope revision to the Frontier Park Parking Lot Expansion, City of Show Low Project No. R-2422, to Rawlings Specialty Contracting in an additional amount not to exceed \$222,945.00.

BACKGROUND

At its January 18, 2022, meeting, the City Council awarded a construction contract for Frontier Park Parking Lot Expansion, City of Show Low Project No. R-2422, to Rawlings Specialty Contracting in an amount not to exceed \$479,540.00. The scope of work included a new 300' x 70' paved parking area with an additional 45 paved parking stalls and nine additional Americans with Disabilities Act accessible parking stalls. The improvements also included installation of electrical conduit, 13 parking lot lights, irrigation conduit for future landscaping improvements, and grading a large level dirt pad for the future playground and slash pad improvements.

With the upcoming improvements to the park, including a new playground and splashpad, staff felt the next phase of parking expansion is necessary. The second phase of parking improvements includes paving an additional 98 parking stalls, installing an additional five parking lot lights, electrical conduit, irrigation sleeves, and necessary drainage along the western boundary of the parking lot.

Staff would like to add this project to the existing Frontier Park Parking Lot Expansion project to accelerate the construction schedule and take advantage of existing, locked in pricing.

Staff discussed the additional work with the contractor, who has agreed to honor their original line-item costs to complete this work with a minor adjustment for the drainage piping due to costs increases. The additional scope of work will increase the construction contract by \$222,945.00.



Staff recommends approving the scope revision to the Frontier Park Parking Lot Expansion, City of Show Low Project No. R-2422, to Rawlings Specialty Contracting in an additional amount not to exceed \$222,945.00.

Attachments:
Addendum to Scope of Work
Additional Scope Estimate

FISCAL IMPACT

Anticipated cost: \$222,945.00

Funding source: Frontier Parking Lot (22-445-495-7300-2052/4452052)

T:\packets\062122\FrontierParkParkingScopeRevis

**ADDENDUM TO
SCOPE OF WORK FOR
FRONTIER PARK PARKING LOT EXPANSION
PROJECT NO. R-2422**

Between City of Show Low and Rawlings Specialty Contracting

THIS AMENDMENT IS MADE THIS 21ST DAY OF JUNE, 2022 between the City of Show Low, an Arizona Municipal Corporation, ("City"), and Rawlings Specialty Contracting, LLC, an Arizona limited liability company, ("Contractor").

WHEREAS, at the January 18, 2022, City Council meeting, a construction contract was awarded for the Frontier Park Parking Lot Expansion, City of Show Low Project No. R-2422, to Rawlings Specialty Contracting in an amount not to exceed \$479,540.00; and

WHEREAS, the work generally consisted of installing a new 300' X 70' paved parking area with American with Disabilities Act accessible parking stalls, parking lot lights, and necessary drainage infrastructure; and

WHEREAS, the unit pricing for the parking lot construction is comparable with current bids; and

WHEREAS, staff looked at the need for even more additional paved parking due to the many events and activities scheduled at Frontier Field, especially with the construction of the new playground and splash pad; and

WHEREAS, staff identified a project in the current budget for an additional phase of parking lot expansion; and

WHEREAS, staff would like to utilize the assigned budget for Frontier Park Improvements in the budget to complete additional the scope.

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

1. The additional parking lot construction will consist of paving an additional 98 parking stalls, installing five (5) additional parking lot lights, electrical conduit, wiring, irrigation sleeves and necessary drainage along the western boundary of the parking lot. Unit prices from the contract will be used for the additional scope of work with the exception of a price adjustment to the slotted culverts, resulting in an additional cost not to exceed \$222,945.00, resulting in total project costs not to exceed \$702,485.00.

All other provisions of the scope of work shall remain as agreed upon on January 18th 2022, unless expressly revised or addressed hereinafter. Any inconsistencies between

Project Name: Frontier Inclusive Park Parking Lot Improvements Project No. R-2422
Bid Opening November 30, 2021 @ 2:00 PM
Bid Tabulation Sheet

BID SCHEDULE A				Rawlings Specialty Contracting	1	CO #1	
Item	Description	Unit	No. of Units	Unit Price	Total Price	Quantity	Total Price
1	Mobilization	LS	1	\$7,500.00	\$7,500.00		\$0.00
2	Traffic Control	LS	1	\$2,500.00	\$2,500.00		\$0.00
3	Sawcut Existing Concrete/Asphalt	LF	650	\$6.00	\$3,900.00	400	\$2,400.00
4	Remove Existing Concrete	SF	200	\$5.00	\$1,000.00		\$0.00
	Remove Existing Asphalt						
5		SY	840	\$6.00	\$5,040.00		\$0.00
6	Remove Existing Asphalt millings and Pile on Site	CY	400	\$5.00	\$2,000.00		\$0.00
7	Install Subgrade Material for two pads	CY	2,150	\$42.50	\$91,375.00		\$0.00
8	Install 2" PVC Irrigation Sleeves	LF	160	\$20.00	\$3,200.00	120	\$2,400.00
	Install 2" Electrical Conduit						
9		LF	1,150	\$20.00	\$23,000.00	380	\$7,600.00
10	Install 3" Electrical Conduit	LF	180	\$25.00	\$4,500.00		\$0.00
11	Install #3 1/2 Electrical Pull Box	EA	8	\$350.00	\$2,800.00	2	\$700.00
12	Install Parking Lot Light and Pole Base Per Detail on Sheet 3A, Include 12 Gauge Wiring from Box to Pole if needed	EA	13	\$4,500.00	\$58,500.00	5	\$22,500.00
13	Install 8 - Gauge Wire for Main Electrical Conduit	LF	4,500	\$3.00	\$13,500.00	1,200	\$3,600.00
14	Install 4" Sewer Service with Clean out	LF	230	\$35.00	\$8,050.00		\$0.00
	Install 2" poly water service line and stub for future building connection						
15		LF	110	\$35.00	\$3,850.00		\$0.00
16	Install 15" CMP Culvert with slotted drain	LF	85	\$75.00	\$6,375.00	245	\$27,770.00
17	Install Drainage Catch Basin per MAG Std Dtl 535 Type "F"	EA	1	\$3,500.00	\$3,500.00	1	\$3,500.00
18	Install 4" PVC Perforated Area Drain Pipe	LF	150	\$20.00	\$3,000.00		\$0.00
19	Install 12" NDS Area Drain	EA	6	\$500.00	\$3,000.00		\$0.00
20	Install 6" Vertical Curb and Butter Per MAG Std Dtl 220 Type "A"	LF	450	\$40.00	\$18,000.00	200	\$8,000.00
21	Install Ribbon Curb and Gutter Per MAG Std Dtl 220 Type "B"	LF	380	\$25.00	\$9,500.00		\$0.00
22	Install ABC under Sidewalk, Curb, and Driveway (3"min")	CY	200	\$45.00	\$9,000.00	5	\$225.00
23	Install Sidewalk Per MAG Std Dtl 230	SF	4,350	\$10.00	\$43,500.00		\$0.00
24	Install ADA Sidewalk Ramp Per MAG Std Dtl 238-1	EA	1	\$3,500.00	\$3,500.00		\$0.00
25	Install ADA Sidewalk Ramp Per MAG Std Dtl 236-5	EA	3	\$3,500.00	\$10,500.00		\$0.00
26	Install Detectable Warning 5'x2'	EA	7	\$250.00	\$1,750.00		\$0.00
27	Install ADA Sidewalk Ramp - Modified Straight	EA	1	\$3,500.00	\$3,500.00		\$0.00
28	Install Valley Gutter Per MAG 18" on Either side of Slotted Drain	SF	250	\$15.00	\$3,750.00	720	\$10,800.00
	Install 8" ABC - City provided Asphalt millings. Contractor to pick up at 16th Ave						
29		CY	700	\$23.00	\$16,100.00		\$0.00
30	Install 3" Asphalt Concrete - 3/4" ADOT 409	TONS	600	\$165.00	\$99,000.00	730	\$120,450.00
31	Install 4" White Parking Stripe	LF	1,900	\$1.50	\$2,850.00	2,000	\$3,000.00
32	Install Handicap Symbol Marking	EA	9	\$500.00	\$4,500.00		\$0.00
33	Force Account ©	F.A.	1	\$7,500.00	\$7,500.00	10,000	\$10,000.00
Grand Total					\$479,540.00		\$222,945.00



SUBJECT PROPERTY



N ADAMS

N 6TH ST

E OLD LINDEN RD

E DEUCE OF CLUBS

N 8TH ST

N 9TH ST

N 9TH ST

E BRADY

E BURKE

N 10TH ST

E COOLEY

N 11TH ST

N 11TH ST



CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: **PUBLIC HEARING** Regarding Final Budget for Fiscal Year Ending June 30, 2023, and Proposed Secondary Property Tax Levy and Consideration of Resolution No. R2022-12 Adopting the Final Budget for Fiscal Year Ending June 30, 2023 (Justin Johnson)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2022-12 adopting the final budget for fiscal year ending June 30, 2023, in the amount of **\$98,607,479**.

BACKGROUND

On June 7, 2022, the City Council adopted Resolution No. R2022-12 approving the tentative budget for fiscal year 2023 in the amount of \$98,607,479. As required by state statute, the tentative budget was published twice in the local newspaper and a public hearing is to be held tonight.

The state budget forms (Exhibit A to Resolution No. R2022-12) are identical to the adopted tentative budget and represent all the information that has been presented to the Council to date. Following a public hearing on this budget and the proposed secondary tax levy, the Council will be asked to approve this budget as the final budget for the City of Show Low for the fiscal year ending June 30, 2023. Approval of the secondary tax levy will be considered at the July 19th meeting.

Attachments:
Resolution No. R2022-12

CITY OF SHOW LOW RESOLUTION NO. R2022-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$98,607,479 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023

RECITALS:

WHEREAS, in accordance with the provisions of Arizona Revised Statutes §42-17101 et. seq., the Council of the City of Show Low (the "City Council") did, on June 7, 2022, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Show Low, Arizona; and

WHEREAS, publication has been duly made as required by law of said estimates together with a notice that the City Council would meet on June 21, 2022, at the office of the City Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and,

WHEREAS, in accordance with state law and following due public notice, the City Council met on June 21, 2022, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses of tax levies.

ENACTMENTS:

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

That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the budget of the City of Show Low, Arizona, for the fiscal year July 1, 2022, through June 30, 2023.

PASSED AND ADOPTED this 21st day of June, 2022, by the Mayor and Council of the City of Show Low, Arizona.

John Leech Jr., Mayor

ATTEST:

Nicole Hudson, Deputy City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney