



## **COUNCIL INFORMATION PACKET**

**Council Meeting**

**Monday**

**July 17, 2023**

**6:00 p.m. MDT**



# TOWN OF COLORADO CITY

## MEETING NOTICE

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Colorado City Town Council and to the general public that the Town Council will hold a meeting open to the public on Monday July 17, 2023, at 6:00 p.m. at the **Colorado City Town Hall, 25 South Central Street**, Colorado City, Arizona.

### AGENDA:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Previous Meeting(s)
5. Public Comments / Informational Summaries
6. BUDGET HEARING FOR THE 2023-24 FISCAL YEAR
7. Consider Resolution Adopting Final Budget for 2023-24 Fiscal Year
8. Town Manager & Department Head Reports to the Council
9. Consider Zoning Map Amendment -- Parcel 404-53-480 from RE-1A Residential Estate to R-12 Single Family Residential
10. Consider Zoning Map Amendment -- Parcel 404-53-240 from R1-20 Single Family Residential to C-2 Community Commercial
11. Ratify Amended FAA AIP Grant 3-04-0076-028-2023 Construct Taxiway A-East
12. Consider Bid Award for Town of Colorado City Construct Taxiway A-East
13. Consider Construction Contract with JNJ Engineering Construction, Inc. for Construct Taxiway A-East
14. Consider Approving Master Agreements with Woopert (Jviation) for Airport Consulting & Engineering Services.
  - a. Planning
  - b. Engineering & Construction
15. Second Reading of Ordinance 2023-15 Adopting Amendments to the Towns Transaction Privilege Tax Rates
16. Consider Adoption of Ordinance 2023-15 Adopting Amendments to the Towns Transaction Privilege Tax Rates
17. Consider Appointment of Deputy Town Clerk
18. Executive Session for Discussion and Consultation with Legal Counsel for Legal Advice in Accordance with A.R.S. 38-431.03(A)(3)&(4).
19. Budget Report & Order to Pay Due Claims
20. Council Comments
21. Adjournment

Agenda items and any variables thereto are set for consideration, discussion, approval or other action. All items are set for possible action. The Town Council may, by motion, recess into executive session, which will not be open to the public, to receive legal advice from the Town's attorney(s) on any item contained in this agenda pursuant to ARS § 38-431.03 (A) (3)(4), or regarding sensitive personnel issues pursuant to ARS § 38-431.03 (A) (1), or concerning negotiations for the purchase, sale or lease of real property; ARS § 38-431.03 (A) (7). One or more Council members may be attending by telephone. Agenda may be subject to change up to 24 hours prior to the meeting. Persons with a disability may request a reasonable accommodation by contacting the Town Clerk at 928.875.2646 as early as possible to allow sufficient time to arrange for the necessary accommodations. Town of Colorado City Council Meeting Agenda.





**Town of Colorado City**  
**COUNCIL MEETING AGENDA**  
**STAFF SUMMARY REPORT**  
**Monday July 17, 2023**

**6:00 p.m.**

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**4. Minutes of prior meetings**

**Page 1**

Presented are the minutes of the prior meetings that need to be reviewed and approved by the Council.

**RECOMMENDATION**

Motion to approve the minutes of the June 12, 2023, meeting.

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**5. Public Comment**

The chairperson of the meeting should outline the rules of public comment and the time limit imposed according to the following guidelines:

*Anyone from the public is invited to make a comment at this time. Please step up to the podium and state your name for the record. There is a standard time limit of three minutes per person. Although we welcome and invite your comments, no discussion or response from the Council is required and individuals should not anticipate any.*

*According to Arizona law (A.R.S. § 38-431.01(H)) the only action that may be taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date.*

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**6. 6:00 p.m. BUDGET HEARING FOR THE 2023-2024 FISCAL YEAR**

*The Mayor should formally open the Budget Hearing for any public comment.*

The tentative budget was adopted on June 12, 2023, with an invitation to the public to meet with staff and discuss the budget if anyone was interested.

The tentative budget and notice of budget hearing have been published in the Kingman Daily Miner per ARS §39-204 and has been posted on the Town's website and has been available for public review in the Town Clerk office.

A few changes have been made from the tentative budget to the final budget due to refining of payroll amounts and also updated population and state revenue numbers from the State. Overall, the final proposed budget is \$871 less than that tentative budget.

*After any public comment, the budget hearing should be formally closed.*

## **COPIES OF THE FINAL PROPOSED BUDGET WILL BE PROVIDED AS A SEPARATE DOCUMENT**

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### **7. Consider Resolution Adopting Final Budget For 2023-24 Fiscal Year      Page 6** **Presenter: Vance Barlow, Town Manager**

The tentative budget was adopted on June 12, 2023. The Town Council can change the proposed final budget without raising the total amount.

#### **RECOMMENDATION**

Motion to adopt Resolution 2023-23 adopting the final budget and salary actions for fiscal year 2023-2024.

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### **8. TOWN MANAGER & DEPARTMENT REPORTS      Page 7**

1. Airport Manager & Advisory Committee – LaDell Bistline Sr.
2. Building Department-- Andrew Barlow
3. Police Department/ Dispatch – Rob Radley
4. Public Works/ Landfill– John T. Barlow
5. Utility Department – Jerry Postema
6. Administration Department – Vance Barlow
7. Magistrate Court -- Barbara Brown

*Department reports should be treated like public comment and limited to clarifying questions directing staff to study the matter or scheduling the matter for further consideration and possible action at a later date.*

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### **9. Consider Zoning Map Amendment -- Parcel 404-53-480 from RE-1A Residential Estate to R-12 Single Family Residential      Page 21** **Presenter: Vance Barlow, Town Manager**

The Planning Commission considered the request for zoning map amendment by Ronald Jessop at the July 10, 2023, Planning Commission meeting and recommended that the Town Council approve the zoning map amendment. The developer's intent of this rezone is to split the lot to develop an additional single family residential.

Staff has reviewed this rezone application and has no concerns with approval.

#### **RECOMMENDATION**

Motion to adopt Ordinance 2023-16 rezoning Parcel 404-53-480 from RE-1A Residential Estate to R-12 Single Family Residential.

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### **10. Consider Zoning Map Amendment -- Parcel 404-53-240 from R1-20 Single Family Residential to C-2 Community Commercial      Page 24**

**Presenter: Vance Barlow, Town Manager**

The Planning Commission considered the request for zoning map amendment by Stacy Seay and recommended that the Town Council approve the zoning map amendment. The Developers' intent is to develop a small commercial establishment on the property.

Staff has reviewed this rezone application and has no concerns with approval.

## **RECOMMENDATION**

Motion to adopt Ordinance 2023-17 rezoning Parcel 404-53-240 from R1-20 Single Family Residential to C-2 Community Commercial

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### **11. Ratify Amended FAA AIP Grant 3-04-0076-028-2023 Construct Taxiway A-East Presenter: Vance Barlow, Town Manager / LaDell Bistline Sr. Airport Manager**

**Page 27**

The bids for the Construct Taxiway A-East were opened at a bid opening on June 23, 2023, and the bids were then tabulated.

Based on the lowest qualified bid the amount the FAA increased the amount of funding they would provide in order to have a complete project and the amended grant was signed by the Mayor and returned.

The amended grant provides funding sufficient to construct both schedules I & II with lights. There were no changes to the scope of the project or the assurances that the Town made when the original application was approved by the Town Council on January 13, 2020. The amount of grant funding from the FAA was increased from \$1,468,799 to \$1,619,596 with the Town and State match each increased from \$72,101 to \$79,504.

## **RECOMMENDATION**

Motion to ratify the amended FAA AIP grant 3-04-0076-023-2023 for Construct Taxiway A-East in the amount of \$1,619,596,406 and approve the local match estimated to be \$79,504.

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### **12. Consider Bid Award for Construct Taxiway A-East**

**Page 60**

**Presenter: Vance Barlow, Town Manager / LaDell Bistline Sr. Airport Manager**

JNJ Engineering Construction, Inc. was the low bid on the Airport Construct Taxiway A-East and the engineers have reviewed the bid and are recommending that the bid for this project be awarded to JNJ Engineering Construction Inc. in the Amount of \$1,604,091.

## **RECOMMENDATION**

Motion to award the bid in the amount of \$1,604,091 to JNJ Engineering, Inc. for Construct Taxiway A-East.

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### **13. Consider Construction Contract with JNJ Engineering Construction, Inc for Construct Taxiway A-East**

**Page 69**

**Presenter: Vance Barlow, Town Manager**

A contract with JNJ Engineering Construction, Inc. for Construct Taxiway A-East has been prepared and is presented for Council consideration. This contract has been sent to the Town's legal counsel for review.

In the interest of time, it is recommended that the contract be approved contingent upon legal review. When the legal review is completed, the Town can then sign the contracts and issue notice to proceed without further Council action.

## RECOMMENDATION

Motion to approve the contract with JNJ Engineering Construction, Inc. for Construct Taxiway A-East contingent upon legal review.

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### **14. Consider Approving Master Agreements with Woolpert (Jviation) for Airport Consulting & Engineering Services.**

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**Staff Presenter: LaDell Bistline Sr., Airport Manager**

In February 2023 the Town published and advertised for statements of qualifications for Airport engineering & planning services. The Town received one submission from Jviation, Inc. (a Woolpert Company). The submission was reviewed and scored by the Airport Advisory Committee with a recommendation to enter into a new five-year contract with Jviation. Jviation is owned by Woolpert, Inc. and so the new contracts are with Woolpert.

Planning Services Master Agreement with Jviation, Inc. from St. George, UT. The Master Agreement will be for one (1) year to be automatically renewed every year for a maximum of five (5) years.

Architectural / Engineering and Construction Management Services Master Agreement with Jviation, Inc. from St. George, UT. The Master Agreement will be for one (1) year to be automatically renewed every year for a maximum of five (5) years.

Presented here are the proposed master service agreements for Council consideration and possible approval. The agreements have been sent for review by legal counsel. The recommendation is to approve the two master agreements with Woolpert, Inc for airport consulting services pending final legal review.

## RECOMMENDATION

Approve the Planning Services Master Agreement with Woolpert Inc. pending final legal review.

Approve the Architectural / Engineering and Construction Management Services Master Agreement with Woolpert, Inc. pending final legal review.

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### **15. Second Reading of Ordinance 2023-15 Adopting Amendments to the Towns Transaction Privilege Tax Rates**

**Page 87**

At the May 15 meeting the Town Council approved posting a notice of intent to raise some TPT rates for the local sales tax options.

Ordinance 2023-15 Adopting Amendments to the Towns Transaction Privilege Tax Rates had a first reading in full at the June 12, 2023, Town Council meeting.

Presented for a second reading in full is the proposed ordinance setting the food for home consumption tax and the use tax at 3% each.



## **RECOMMENDATION**

Motion to read Ordinance 2023-15 adopting amendments to the Town Transaction Privilege Tax in full as a second reading in the adoption process.

*After the motion is passed the Town Clerk should read the ordinance in full into the record.*

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### **16. Consider Adoption of Ordinance 2023-15 Adopting Amendments to the Towns Transaction Privilege Tax Rates**

**Presenter: Vance Barlow, Town Manager**

After the Ordinance has had the second reading the Town Council will need to make a formal motion to adopt Ordinance 2023-15 Adopting Amendments to the Towns Transaction Privilege Tax rates.

The effective date of the changes will be September 1, 2023. ADOR regulations require that any changes to tax rates become effective on the first day of a month.

It is noted that the draft ordinance was sent to ADOR as required and the final signed copy will have to be submitted to them within 10 days of adoption.

## **RECOMMENDATION**

Motion to adopt Ordinance 2023-15 Adopting Amendments to the Towns Transaction Privilege Tax rates.

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### **17. Consider Appointment of Deputy Town Clerk**

**Presenter: Vance Barlow, Town Manager**

Donna Black put in her notice that she would be quitting in May 2023. The position was posted for approximately one month and the Town received several applications which were screened for completeness and references were checked. Four of the applicants were invited and scheduled for interviews. The applicants were interviewed by a committee consisting of Town Clerk Rosie White, Town Manager Vance Barlow, and Mayor Howard Ream.

A job offer was made to Shirley Zitting. She accepted the offer and began working for the Town on Monday July 3<sup>rd</sup>, 2023.

It was felt by the staff that the appointment of Deputy Town Clerk should be done by the Town Council.

## **RECOMMENDATION**

Motion to remove Donna Black as Deputy Town Clerk and appoint Shirley Zitting Deputy Town Clerk for the Town of Colorado City

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### **18. Executive Session for Discussion and Consultation with Legal Counsel for Legal Advice in Accordance with A.R.S. 38-431.03(A)(3)&(4).**

**Presenter: Vance Barlow, Town Manager**

This item will need to be discussed in executive session with legal counsel.

## **RECOMMENDATION**

Motion to go into executive session for discussion and consultation with legal counsel for legal advice in accordance with A.R.S. 38-431.03(A)(3)&(4).

No other action will need to be taken on this matter at this time.

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**19. Budget Report and Order to Pay Due Claims****Page 88****Presenter: Vance Barlow, Town Manager**

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**20. Council Comments**

This time is for any Council Member to bring up other items for awareness. The Council will not be able to take action on items brought up at this time. The Council can direct staff to do additional research on matters and/or schedule them for action on a future agenda.

*Per State Statute (A.R.S §38-431.02(K)(2) The public body does not propose, discuss, deliberate or take legal action at that meeting on any matter in the summary unless the specific matter is properly noticed for legal action.*

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**21. Adjournment**

## **SUMMARIZED MINUTES OF THE TOWN OF COLORADO CITY COUNCIL MEETING HELD MONDAY, JUNE 12, 2023, AT 25 S CENTRAL STREET, COLORADO CITY, ARIZONA**

Meeting was called to order at 6:00 p.m. by Mayor Howard Ream.

Roll call showed present: Mayor Howard Ream, Vice Mayor Dalton Barlow, and Council Members: John Chatwin, Jerusha Darger, Alma Hammon, Thomas Holm. Nathan Burnham was excused.

The Pledge of Allegiance was led by Councilmember Jerusha Darger.

### **MINUTES OF PRIOR MEETINGS**

The minutes of the May 11, 2023, and May 15, 2023, meetings were presented and there were some spelling corrections noted on a couple of names.

**A motion was made by Nathan Burnham to approve the minutes of the May 11, 2023, work session and May 15, 2023, regular meeting with corrections. There was a second from Alma Hammon, and all voted in favor.**

### **PUBLIC COMMENT/INFORMATIONAL SUMMARIES**

No public comments

### **DEPARTMENT REPORTS**

The department reports were in the information packet. The department heads clarified information and answered questions in order, as directed by the mayor.

Airport

Building

Police

Public works

Utilities- Because there was not a written report in the Council Packet, Nathan Fischer reported to the Council that the water quality is better than it has been in the past because of the work the utility department has done to filter and treat it. He reported on several projects that they were working on, noting that they have had several wells fail in the past few weeks and they are working on getting them back in service. He touched on the gas line project on Hildale Street and noted that we are currently using all of the water being produced.

Town manager report

### **CONSIDER RESOLUTION AUTHORIZING APPLICATION OF NATURAL GAS DISTRIBUTION INFRASTRUCTURE SAFETY AND MODERNIZATION GRANT TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT)**

Town Manager Vance Barlow explained that the US DOT is accepting grant applications for the Natural Gas Distribution Infrastructure Safety and Modernization Grant Program – FY 2023 (No. 693JK323NF0014) that support the safe and sustainable use of natural gas pipeline safety activities. It was explained that the grant funding is to be made available to a municipality or

community owned utility to repair, rehabilitate, or replace its natural gas distribution pipeline systems or portions thereof or to acquire equipment to (1) reduce incidents and fatalities and (2) to avoid economic losses.

It was noted that the Town intends to apply for 1.4 to 1.5 million dollars (it was also clarified that no matching is required for this grant) to be used for over 36 new valves for the distribution system and bollards to be installed by each gas meter to reduce the risk of damage from traffic or vandalism.

**A motion to approve Resolution 2023-18 authorizing application of Natural Gas Distribution Infrastructure Safety and Modernization Grant to The United States Department of Transportation (DOT) was made by Nathan Burnham and seconded by John Chatwin. All voted in favor and the motion passed.**

#### **CONSIDER RESOLUTION DESIGNATING CFO FOR FY23**

Town Manager Vance Barlow presented Resolution 2023-19 designating the CFO for FY23. He explained that the CFO for FY23 has to be designated and the Resolution on the Arizona Auditor General's form has to be uploaded before July 31 of each year.

**Councilmember Alma Hammon made a motion to adopt Resolution 2023-19 designating a Chief Financial Officer for the Town of Colorado City for purposes of filing the annual expenditure limitation report for FY23. The motion was seconded by Jerusha Darger. All voted in favor.**

#### **CONSIDER PRELIMINARY PLAT OLSON SUBDIVISION**

The preliminary plat for the Olson subdivision was presented for Council consideration. It was reported to the Council that the preliminary plat, submitted by Brody Olson, for a nine-lot subdivision located at the intersection of Garden Avenue and Pioneer Street was reviewed and considered by the Planning Commission at the June 5, 2023, meeting with a unanimous vote recommending that the Town Council approve the preliminary plat.

It was noted that after the preliminary plat is approved the developer will proceed with construction drawings that will be reviewed by staff prior to construction. After the construction is completed, the developer will submit a final plat with as built for final approval and recording.

It was also noted that staff have reviewed the plat and recommend approval of the preliminary plat.

**A motion to approve the preliminary plat for Olson Subdivision was made by Nathan Burnham and seconded by Alma Hammon. All voted in favor and the motion passed.**

#### **RATIFY RENEWAL OF HEALTH INSURANCE BENEFITS FOR THE TOWN OF COLORADO CITY**

Town Clerk Rosie White presented the renewal offers the Town received had received for medical coverage. She explained that the original renewal offer from Allstate/National General, who is the current carrier, was 32%. The Town's agent worked with the underwriters and got them to come

down to a 10.52% increase. Other quotes were either more expensive or did not provide the needed coverage in the area and so the Town had renewed with Allstate/National General.

She also presented the options for dental, vision and life and explained that after careful consideration the Town renewed with Guardian as it provided the best coverage for the cost.

It was explained that both coverages had a very short window for accepting the offers and so the decision was made by staff to sign renewals and keep the coverage intact.

**A motion to ratify the renewal with Allstate/National General for medical insurance coverage and with Guardian Life for Dental/Vision/Life coverage was made by Nathan Burnham and seconded by Jerusha Darger. The motion passed unanimously.**

### **CONSIDER RESOLUTION ADOPTING BUDGET ADJUSTMENTS FOR FY2023**

The proposed line-item adjustments that needed to be made to the FY23 budget were presented and explained to the Council it was noted that budget line-item adjustments are evaluated at least annually before the close of the budget year to make sure that individual department budget total expenses are properly reflected in the final budget. The proposed line-item adjustments were reviewed in detail.

**There was a motion by Alma Hammon to adopt Resolution 2023-20 authorizing budget line-item adjustments to the 2022-2023 budget which was seconded by Dalton Barlow. All voted in favor.**

### **FIRST READING OF ORDINANCE 2023-15 ADOPTING AMENDMENTS TO THE TOWNS TRANSACTION PRIVILEGE TAX RATES**

Ordinance 2023-15 adopting amendments to the Town Transaction Privilege Tax was presented for a first reading in the adoption process.

Town Manager Vance Barlow reported that at the May 15 meeting, the Town Council approved posting a notice of intent to raise some TPT rates for the local sales tax options.

It was clarified that the proposed ordinance would set the food for home consumption tax and the use tax at 3% each. He recommended that the ordinance be read in full as it is implementing a tax increase.

**A motion to read Ordinance 2023-15 adopting amendments to the Town Transaction Privilege Tax in full was made by Nathan Burnham and seconded by Alma Hammon. All voted in the affirmative.**

**Town Clerk Rosie White read Ordinance 2023-15 in full.**

### **CONSIDER RESOLUTION AUTHORIZING A LOAN FROM THE RISK MANAGEMENT FUND FOR PUBLIC WORKS VEHICLES**

Town Manager Vance Barlow presented a proposal to the Council to use Risk Management Fund funds up to \$165,000 for financing for two pickups for the Public Works Department, one of the

trucks will be a heavy utility bed truck for David Lane to use as a service truck the other will be a lighter duty truck for use by the crew as assigned by the Department Head.

It was noted that the requirements that the Council had previously approved for internal financing from the RMF were met with this proposal.

**A motion to adopt Resolution 2023-21 authorizing a loan from the Risk Management Fund to the general fund in an amount not to exceed \$165,000 for the purchase of Public Works vehicles was made by Tom Holm. There was a second by Nathan Burnham. All voted in favor and the motion passed.**

### **CONSIDER RESOLUTION ADOPTING TENTATIVE BUDGET AND SALARY ADJUSTMENTS FOR FISCAL YEAR 2023-2024 AND SETTING A BUDGET HEARING AND POSSIBLE ADOPTION FOR JULY 17, 2023, AT 6:00 PM MDT**

Town Manager Vance Barlow presented the tentative budget for fiscal year 2022-2023. He explained once a tentative budget was adopted, the total amount cannot be raised, but line items can be adjusted, and the total amount can be lowered.

The Resolution also set a date for a public hearing to receive input on the proposed budget and final budget adoption for July 17, 2023, at 6:00 p.m., after meeting the publishing and posting requirements.

**A motion to adopt Resolution 2023-22 setting a budget hearing date of July 17, 2023, at 6:00 p.m. MDT and adopting the 2023-2024 Tentative Budget was made by Nathan Burnham and seconded by John Chatwin. All voted in favor.**

### **THERE WAS NO EXECUTIVE SESSION AT THIS MEETING**

### **BUDGET REPORT AND ORDER TO PAY DUE CLAIMS**

The Council reviewed the budget report and a detailed report of the due claims.

**A motion was made by Alma Hammon to accept the budget and order to pay due claims. There was a second by John Chatwin. All voted in favor. Motion passed.**

### **COUNCIL COMMENTS**

Vance spoke to the Council regarding the League conference and noted that all Councilmembers had elected to attend this year.

Tom Holm spoke about the 4<sup>th</sup> of July activities in the community and said they are planning to do electronic fireworks this year as part of the firework display. He said Short Creek Festivities had received donations from several companies and citizens this year and expressed thanks to both cities for their contributions.

John Chatwin asked if there were any updates on businesses being required to comply with the requirements to keep their business in designated areas, such as mechanic shops with vehicles spilling out into the roadways and creating unsafe zones.

**ADJOURNMENT 6:59 pm**

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Colorado City held on the 12<sup>th</sup> day of June 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 17<sup>th</sup> day of July 2023

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Town Clerk

**RESOLUTION NO. 2023-23**

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, ACKNOWLEDGING PROPER NOTICE AND ADOPTING THE TOWN BUDGET FOR FISCAL YEAR 2023-2024.

**WHEREAS**, in accordance with the provisions of Title 42 Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Colorado City Town Council did, on June 12, 2023, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also 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 Town of Colorado City, and

**WHEREAS**, in accordance with said chapter of said title, and following due public notice, the Council met on July 17, 2023, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

**WHEREAS**, it appears that publication has been duly made as required by law, of said estimates, together with a notice that the Town Council would meet on July 17, 2023, at the office of the Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

**WHEREAS**, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. §42-17051(A),

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY THAT**

the said estimates of revenues and expenditures/expenses shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of the Town of Colorado City, Arizona for the fiscal year 2023-2024.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Colorado City, Arizona, this 17<sup>th</sup> day of July 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk





# TOWN OF COLORADO CITY

P. O. Box 70 \* Colorado City, Arizona 86021

Phone & TDD: 928-875-2646 \* Fax: 928-875-2778

## **AIRPORT MANAGER'S REPORT**

July 06, 2023

### **Airport Operations**

Total recorded operations for June, 2023, were 677.

Fuel sold for March 2023: Jet A = 1098 gallons, Avgas = 1137 gallons.

### **Private Hangars:**

Mike Bradshaw of Reliance Consulting and LaDell Sr. have been working together to come up with the final "Record of Survey" which was completed July 5<sup>th</sup>. It has now been presented to Vance to calculate estimated infrastructure costs for each hangar. This fee, which is expected to be around \$2000 for each Lease signee, will be included in at the time of lease signing. The Lease signee will also need to be paying the survey costs, (estimated to be about \$1500 for each hangar), as well as the first years lease payments which should be approx. \$2500. The Town of Colorado City will then hire the survey team to come in and survey each plot. At that time LaDell will be submitting FAA Forms 7640, (Notice of Proposed Construction).

We still do not have FAA Catex release on the plots, but this is expected soon.

Efforts to obtain ADOT funding for the increased water system (fire protection) requirements are ongoing.

The expected fees have been communicated to several of the prospective hangar builders and all seem to be ready to continue with these arrangements.

### **Parallel Taxiway Project**

The FAA has now signed off on the Catex Study needed for the taxiway construction. The Airport Committee and our consultants met with potential bidders at the airport for a pre-bid information meeting on June 13<sup>th</sup>. Several contractors were there for that meeting.

We opened bids for the project, (parallel taxiway, stub taxiway, and runway lights) at the City offices on June 23<sup>rd</sup>. Three bids were received. J & J Engineering was the low bid. We were gratified to find that the project met with the available funds and none of the schedules had to be changed except the grass reseeding which had to be dropped. This means we will have taxiway light as well as the parallel stub taxiway at the departure end of runway 29.

Dane Hurst (Jviation) has been validating the bid as well as communicating with Jvar Dutson (J & J Engineering) and it looks like everything is order at this point. The construction beginning date has not yet been set.

### **Consultant/Engineering Contract**

The new contract with Jviation has not yet been presented to the City Council for approval. The recent acquisition of Jviation by Woolpert Associates, has caused a delay in drafting the contract because of differences between the firms existing contracts that need to be worked out. The City attorney will also have to review the document before it can be presented to the Council.

### **Airport Maintenance**

Most of the airport maintenance in the June has been centered around grass and sagebrush mowing along the runways and taxiways. Also brush removal along the entry way fence lines. We have used the new FOD Boss (Foreign Object Damage) unit several times and find it to be of value in removing possible objects which could damage turbine engine aircraft. We are continuing our efforts to clean up some of the remaining objects stored on the east side of the airport. We have also made some water system repairs. In particular, we repaired the storage tank level indicator.

### **FBO Report**

Westwing has been very busy with aircraft maintenance. We are also now doing some helicopter maintenance. Recently two part-time employees were laid off due to financial restraints. The Westwing Crew now consists of LaDell Sr. and one other full-time mechanic/maintenance worker.

We received a full load of Jet fuel (7000 gals.), as well as 2/3 of a load of Avgas (5000 gals.). in June.

Respectfully submitted,

LaDell Bistline Sr.  
Airport Manager.

**ACIP** – Airport Capital Improvement Plan(ning)

**ADO** – Airports District Office

**CATEX** – Categorical Exclusion

**AWOS** – Automated Weather Observation System



## TOWN OF COLORADO CITY

P. O. Box 70 \* Colorado City, Arizona 86021

Phone & TDD: 928-875-2646 \* Fax: 928-875-2778

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### **BUILDING OFFICIALS REPORT**

**July 12, 2023**

There are 10 building permits that are in plan review. There are 16 permits that are approved and are pending payments. There are 57 applications that have been started but not yet submitted. 18 permits have been issued within the last month. 8 permits have been completed and closed out, which includes 5 new family dwellings.

The structure part of the Cottonwood Village project is completed. The drywall is completed in the first building.

I have been working on getting certified as a Building Official (CBO) from the International Code Council (ICC). The last week of June I attended the class and passed the test for the first of three parts of the certification. I intend to schedule the other two parts before the end of this year.

### **COLORADO CITY CDBG GRANT MANAGEMENT**

#### **Regional Account (RA)**

We plan to go out to bid within the next week. We are trying to be able to have the bid award on the next council meeting, in hopes to still be able to complete the project this season before it gets too cold to lay down asphalt.

#### **State Special Projects (SSP)**

We have not had any feedback on the results of the SSP application. The ADOH representative that we are working with has been helping us get through the environmental review, so we are remaining optimistic.

Respectfully submitted,

Andrew J. Barlow  
Building Official



**Colorado City Police Department**  
**Hildale City Police Department**  
*Courage-Compassion-Integrity*

Robbins A. Radley  
Chief Marshal

**Police Department Report**

**June 2023**

Patrol: In Colorado City officers took 227 cases and in Hildale City 164 cases. Traffic citations in Colorado City 27 with 30 warnings, and Hildale City was 34 citations and 51 warnings. One DUI accident was reported in Colorado City involving a side by side roll over.

**UT0271200**

**HILDALE PD**

**Hate Crime** – A committed criminal offense that is motivated in whole or in part, by the offender's bias

Total	
-------	--

**LEOKA** (Law Enforcement Officers Killed and Assaulted)

Total	1
-------	---

**NIBRS Data**

*Group A Offenses*

Aggravated Assault	0
All Other Larceny	7
Animal Cruelty	0
Arson	0
Assisting or Promoting Prostitution	0
Bribery	0
Burglary/Breaking & Entering	3
Counterfeiting/Forgery	1
Credit Card/Automatic Teller Machine Fraud	0
Destruction/Damage/Vandalism of Property	0
Drug Equipment Violations	1
Drug/Narcotic Violations	3
Embezzlement	0
Extortion/Blackmail	0

False Pretenses/Swindle/Confidence Game	1
Fondling	0
Hacking/Computer Invasion	0
Human Trafficking, Commercial Sex Acts	0
Human Trafficking, Involuntary Servitude	0
Identity Theft	0
Impersonation	0
Incest	0
Intimidation	0
Kidnapping/Abduction	0
Motor Vehicle Theft	0
Murder & Nonnegligent Manslaughter	0
Negligent Manslaughter	0
Operating/Promoting/Assisting	0
Pocket-picking	0
Pornography/Obscene Material	0
Prostitution	0
Purchasing Prostitution	0
Purse-snatching	0
Rape	1
Robbery	0
Sexual Assault with an Object	0
Shoplifting	0
Simple Assault	3
Sodomy	0
Statutory Rape	0
Stolen Property Offenses	1
Theft From Building	0
Theft From Coin-Operated Machine or Device	1
Theft From Motor Vehicle	0
Theft of Motor Vehicle Parts or Accessories	0
Weapon Law Violations	1
Welfare Fraud	0
Wire Fraud	0
Total	23

*Group B Offenses*

All Other Offenses	1
Curfew/Loitering/Vagrancy Violations	

Disorderly Conduct	
Driving Under the Influence	
Family Offenses, Nonviolent	
Liquor Law Violations	
Trespass of Real Property	
Total	1

## Colorado City:

The information below comes from the State of Arizona with information that comes directly from our report writing system: [Crime Overview 2023 \(azdps.gov\)](https://azdps.gov/azdps/crime-overview)



Dispatch: The new radio tower base has been installed and the tower installation will continue over the next month.

Administration: Additional federal arrest warrants were served in June on the Sam Bateman case. I attended an AMRRP training on risk management as it pertains to the police department in regards to constitutional complaints.

At this time we are gearing up to go to a digital traffic citation in Arizona along with additional digital forms such as traffic accidents and victim rights.

Thank you, *Robbins A. Radley*



# Public Works Report

July 12, 2023

The grader has been grading and fixing the roads around town when we could.

We ran the crusher a couple of times and hauled and placed base on Elm St.

We hauled rock from Hurricane, and we ran some through the crusher and made a good rock chip for the second layer on our chip jobs.

We Finished the second layer of chipseal on Warren Ave. We did the second layer on the road going into Maxwell Park that we did first layer last year.

We have been having lots of issues with the garbage trucks they have spent a lot of time in the shop.

We obtained a used sweeper to clean gutters; we will have it out running as soon as we can. We also obtained a broom for sweeping the roads we are working on.

Our crew helped on the July 4<sup>th</sup> activities and had a float in the parade.

Thanks for the opportunity to help improve our community.

Public Works Director







### Gas Operations

#### New natural gas line installation



The crews installed 2,000 feet of 2 inch gas main on Hildale street in preparation for the upcoming paving project. The project was coordinated with Public Works to ensure the underground work was completed prior to the paving work scheduled for the road. Nathan completed the gas pipe pressure test to qualify our electro-fusion couplings to meet State Safety requirements.



## Utility Report



### **Sewer Operations**

Our sewer treatment facility has received over 105 million gallons of wastewater so far this year. Due to the wet winter and increased population, we are near the full level of our retaining ponds. We have been pumping the water onto the field that we are leasing.

Between pumping and evaporation, we have lowered our ponds by 183 million gallons.

The Headworks Replacement Project bids have been received and evaluated by the Engineer with the lowest, best, responsive bidder being awarded a contract after July 13<sup>th</sup>.

The Headworks Replacement Project will provide a new headworks screen, concrete containment, booster pump for the headworks sprayer/cleaner, upgraded electric service and the installation of a new building to house the booster pump, controls, water pressure tank, electrical, gauges, valves and SCADA.

The work for the capacity updates, to meet the new demands, will come from Sewer Development Impact Fees.

## **Water Operations**

### Well 21 drilling and cleaning project



Before

After

Cluff drilling reamed well 21 and cleared the obstruction present at 520 feet deep. Our crew reinstalled the pump and motor in well 21 and it is currently producing water. The crew also cleaned and put new pumps and motors into wells 11,22 and 8.

Our water treatment plant is currently producing 960 gallons per minute. We replaced some chemical feed pumps and mixing equipment at the water treatment plant.

The 800,000-gallon tank repair has been completed and the tank is full. We have a passing water sample, and the tank has been returned to service.



## Utility Report



### **Grants and Administration**

The Engineering Design Kickoff meeting will be the week of July 11<sup>th</sup> for the Mohave County \$1.4 million America Recovery Plan Act (ARPA) Grant. This project is for the addition of two (2) new wells and a raw water transmission pipeline from all new and existing wells to the water treatment plant. The new pipeline will be larger in size and allow for annual cleaning of the line to remove sand and other debris from the wells. The larger line should allow for more water flow from the wells and reduce electric costs for pumping.

The communities received a grant for completing the service line material inventory requirement from the Environmental Protection Agency (EPA). This is a new requirement which each community must follow by August of 2024. A complete inventory of all service lines for all properties must be completed containing the make of all materials of the service line between the watermain in the street and the pipe entry into the building. For example, if your water service is plastic, the service line material must be verified, and the information included in an inventory along with the building address. This will allow anyone who may wish to buy the house in the future to know that lead is not present in the service lines.

The Rural Community Assistance Company (RCAC), a non-profit, United States Department of Agriculture (USDA) funded agency is conducting a water rate study for our community. The company follows all Generally Accepted Accounting Principles (GAAP) and in compliance with the Government Accounting Standards Board (GASB). The rate study will determine the amount of funding needed to continue operation and maintenance of the water system, plan on replacement of critical water lines and equipment as they age and start to fail. There will also be a recommendation for a Fund Balance or "Rainy Day" fund for larger emergencies. The rate study and recommendations will be completed at no cost to the communities.

The natural gas conversion process in Colorado City has been a priority of Utilities staff since the Natural Gas Valves were opened by Mayors Jessop and Ream, creating a historic event by allowing the first flow of natural gas from Utah into



## Utility Report

Arizona. Staff will continue to work with the community residents until the old propane customers have been changed to natural gas.

For more information, please check the city web pages and/or QR Code.







## TOWN OF COLORADO CITY

25 S. Central Street • Box 70 • Colorado City, AZ 86021

Phone: 928-875-9160 Fax: 928-875-2778

# Town Manager Report to the Council

July 11, 2023

Honorable Mayor & Council

The remodel of the Town Hall is substantially complete, there are a few pickup items to follow up with.

As we begin a new fiscal year, we have purchased two pickups for Public Works and are pricing another vehicle for the Police Department.

The FAA has agreed to increase their funding for the Taxiway construction project, and we are ready to award the bid and begin construction, which is expected to be completed before weather is too cold for asphalt. We are still waiting for an answer on the Central Street Crossing grant application that was made through the Mohave County Flood Control District.

Streets and Roads put a lot of effort into getting Central Street cleaned & prepped for the 4<sup>th</sup> of July events, the crew has also been working on street stripping of the major streets in an effort to improve safety. We have purchased two newer street sweepers, and they should be in service soon. We are planning to do the curbs on Johnson Ave in the next couple of months which should help a lot with storm water management. We are also planning to do the dirt work on Willow Street from Academy Avenue to just north of Township Ave this summer.

Staff is looking into several grant options for infrastructure funding. It is very difficult to get grant funding for surface infrastructure and most grants come with significant matching requirements. We are pursuing some planning grants for crossing of Short Creek Wash at Township Avenue and Redwood Road.

We are still waiting for the UEP Trust to complete the title transfers to the Town for the water treatment plant yard on Township & Richard and the well sites at Mohave & Richard and expect that process to be completed in the near future. When that transfer is completed, it will open the option to begin working on a creek crossing and grade structure for Township Avenue.

Sometime has been spent on the legal issues involving the Town and coordinating defense.

A lot of time is spent on planning & zoning questions and meeting with developers, etc. Staff are meeting, almost daily, with landowners with questions on the development of various projects, etc.

I want to express my gratitude for the Department Heads who are taking an active role in overseeing and managing their departments and budgets as well as all the Staff and Employees that are making the Town work and providing municipal services to the citizens of the area.

Thank You

Vance Barlow, CPM,  
Town Manager

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, ADOPTING AMENDMENTS TO THE TOWN OF COLORADO CITY ZONING MAP

WHEREAS, The TOWN COUNCIL, is charged with making changes to the zoning map, and

WHEREAS, Any proposed change to the zoning map must meet certain requirements, and

WHEREAS, The TOWN COUNCIL has considered this change to the Town's zoning map,

THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, that

The Zoning Map for the Town of Colorado City be amended as follows:

That parcel 404-53-480 from RE-1A Residential Estate to R1-12 Single Family Residential. on condition that the lot split, with utilities and street side improvements (curb, gutter and sidewalk) to all lots created, be completed within 12 months of the approval of this Ordinance.

PASSED AND ADOPTED by the Town Council of Colorado City, Arizona, this 17<sup>th</sup> day of July 2023.

ATTEST:

TOWN OF COLORADO CITY

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden, P.L.L.C.  
Town Attorney



# Town of Colorado City

25 S. Central St., Colorado City, AZ, 86021  
Phone#(928) 875-2646, Fax#(928) 875-2778

## Land Use Application

Today's Date 06-1-2023

Application is made for:

- ☐ Abandonment/Reversion to Acreage ☐ Conditional Use Permit ☐ Lot Line Adjustment ☒ Rezoning ☐ Sketch Plan  
☐ Special Use Permit ☐ Subdivision Preliminary Plat ☐ Subdivision Final Plat ☐ Variance ☐ Zoning Map Change  
☐ General Plan Amendment ☐ Land Use Verification/Other ☐ Development Review ☐ Other

Project Name 320 West Mohave AVE

Property Address / Location 320 West Mohave ave

Township           

Range           

Section           

Quarter Section           

Assessor's Parcel Number 40453480

Gross Acres           

Net Acres           

Number of Lots 2

Square Footage of Buildings on Property N/A

Existing Use           

Proposed Use           

### Applicant

Name Ronald Jessop

Company N/A

Address 320 West Mohave ave

City Colorado City State AZ Zip 86021

Phone Number 4356689679

Email smallron25@gmail.com

### Project Engineer

Name           

Company           

Address           

City Colorado City State            Zip           

Phone Number 4356689679

Email smallron25@gmail.com

Describe proposed project, and purpose of project, in detail below. (use additional sheets if necessary):

To whom it may concern,  
we would like to separate lot, Located at 320 west mohave ave into two lots.  
please advise.

Rezoning R12

Attach all supplemental documentation, such as Letter of Intent, Record of Survey, Subdivision Plats, Parcel Maps, Assessor Info. etc.

I hereby certify that the information provided is correct and that I am authorized to file an application on said property.  
I understand that all supplemental documentation and fees must be submitted before this application will be processed.

Signature of  
Applicant:

Ronald Jessop

Signature of  
Owner:

Ronald Jessop

### Office Use Only

Date Received: 6-7-23

Filing Fee: \$1,015.00

Project Number: 023929

paid





## Legend

- Street Intersection
- ADOT Mileposts
- COUNTY Mileposts
- Sign Post Exists
- Calculated Measure
- Highways
- Main Arterials
- Collectors
- Local
- Railroad
- City Limits (>1:120K)
- County Boundary
- Surrounding Counties
- Township/Range
- Section
- Surface Management
  - Bureau of Land Management
  - Bureau of Reclamation
  - County
  - Indian Lands
  - Local or State Parks
  - Military
  - National Parks Service
  - Other
  - Private
  - State
  - State Wildlife Area
  - US Forest Service

1:5,015



0 417.9 835.9 Feet

(approximate scale)

Map Created: 7/5/2023

## Notes:

ORDINANCE NO. 2023-17

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, ADOPTING AMENDMENTS TO THE TOWN OF COLORADO CITY ZONING MAP

WHEREAS, The TOWN COUNCIL, is charged with making changes to the zoning map, and

WHEREAS, Any proposed change to the zoning map must meet certain requirements, and

WHEREAS, The TOWN COUNCIL has considered this change to the Town's zoning map,

THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, that

The Zoning Map for the Town of Colorado City be amended as follows:

That parcel 404-53-240 from R1-20 Single Family Residential to C-2 Community Commercial

PASSED AND ADOPTED by the Town Council of Colorado City, Arizona, this 17<sup>th</sup> day of July 2023.

ATTEST:

TOWN OF COLORADO CITY

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden, P.L.L.C.  
Town Attorney



## Town of Colorado City

25 S. Central St., Colorado City, AZ, 86021  
Phone#(928) 875-2646, Fax#(928) 875-2778

# Land Use Application

Today's Date

### Application is made for:

- ☐ Abandonment/Reversion to Acreage ☐ Conditional Use Permit ☐ Lot Line Adjustment ☐ Rezoning ☐ Sketch Plan  
☐ Special Use Permit ☐ Subdivision Preliminary Plat ☐ Subdivision Final Plat ☐ Variance ☒ Zoning Map Change  
☐ General Plan Amendment ☐ Land Use Verification/Other ☐ Development Review ☐ Other

Project Name: Central Street Small Retail

Property Address / Location: 404-53-240 .55 acre parcel

Township: 42N

Range: 6W

Section: 31

Quarter Section: lot 3504

Assessor's Parcel Number: 404-53-240

Gross Acres: .55

Net Acres:

Number of Lots: 1

Square Footage of Buildings on Property: 0

Existing Use: Residential R1-20

Proposed Use: Community Commercaill

### Applicant

Name: Stacy Seay

Company:

Address: 404-53-240 .55 acre parcel

City: Colorado City State: Az Zip: 84784

Phone Number: 435-619-4108

Email: seaystacy@yahoo.com

### Project Engineer

Name:

Company:

Address:

City: Colorado City State: Az Zip:

Phone Number: 435-619-4108

Email: seaystacy@yahoo.com

Describe proposed project, and purpose of project, in detail below. (use additional sheets if necessary):

We would like to build a community retail storefront on central ave.

Attach all supplemental documentation, such as Letter of Intent, Record of Survey, Subdivision Plats, Parcel Maps, Assessor Info. etc.

I hereby certify that the information provided is correct and that I am authorized to file an application on said property.  
I understand that all supplemental documentation and fees must be submitted before this application will be processed.

Signature of Applicant:

Signature of Owner:

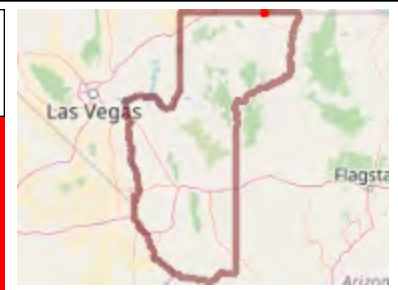
### Office Use Only

Date Received: 6-5-23

Filing Fee: Page 25

Project Number: Receipt # 23923





## Legend

- ADOT Mileposts
- COUNTY Mileposts
- Sign Post Exists
- Calculated Measure
- Highways
- Main Arterials
- Collectors
- Local
- Railroad
- City Limits (>1:120K)
- County Boundary
- Surrounding Counties
- Township/Range
- Section
- Surface Management
  - Bureau of Land Management
  - Bureau of Reclamation
  - County
  - Indian Lands
  - Local or State Parks
  - Military
  - National Parks Service
  - Other
  - Private
  - State
  - State Wildlife Area
  - US Forest Service
  - US Fish & Wildlife Service

1:2,931



0 244.2 488.4 Feet

(approximate scale)

Map Created: 7/5/2023

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**Notes:**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific Region  
Arizona, Nevada

Phoenix Airports District  
Office:  
3800 N Central Ave, Ste  
1025  
Phoenix, AZ 85012-2136

July 7, 2023

Mayor Howard Ream  
Town of Colorado City  
25 South Central Street  
Colorado City, AZ 86021

Dear Mr. Ream:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0076-028-2023 at Colorado City Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 11, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.


**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Ryan Spicer ([ryan.n.spicer@faa.gov](mailto:ryan.n.spicer@faa.gov) or 602-792-1068) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
[Mike N Williams \(Jul 7, 2023 09:45 EDT\)](#)

Mike N. Williams  
 Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2023 Airport Improvement Program (AIP)

#### GRANT AGREEMENT

##### Part I - Offer

Federal Award Offer Date	July 7, 2023
Airport/Planning Area	Colorado City Municipal Airport
FY2023 AIP Grant Number	3-04-0076-028-2023
Unique Entity Identifier	XGANZVBCUDG7
TO:	Town of Colorado City
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 28, 2023, for a grant of Federal funds for a project at or associated with the Colorado City Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Colorado City Municipal Airport (herein called the "Project") consisting of the following:

Extend Taxiway

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 91.06 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,619,596.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ 1,619,596 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
  - c. Close Out and Termination



1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 11, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - a) Associated with performance under this Grant; or
    - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 2009, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

### SPECIAL CONDITIONS

- 28. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

29. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.




The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Mike N Williams (Jul 7, 2023 09:45 EDT)

*(Signature)*

Mike N Williams

*(Typed Name)*

Manager, Phoenix Airports District Office

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated July 7, 2023

Town of Colorado City

*(Name of Sponsor)*

  
Howard Ream (Jul 7, 2023 08:05 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Howard Ream

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Mayor TOCC

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, jeffrey dollins, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at July 10, 2023

*jeffrey dollins*  
 By: jeffrey dollins (Jul 10, 2023 11:42 PDT)  
 (Signature of Sponsor's Attorney)

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<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

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

#### **B. Duration and Applicability.**

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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

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

## 1. General Federal Requirements

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

### FEDERAL LEGISLATION

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

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

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

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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#### **SPECIFIC ASSURANCES**

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

**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

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

**b. Private Sponsor:**

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

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

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or



document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

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

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

#### **7. Consideration of Local Interest.**

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

#### **8. Consultation with Users.**

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

## **9. Public Hearings.**

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

## **10. Metropolitan Planning Organization.**

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

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

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

## **12. Terminal Development Prerequisites.**

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

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

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

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

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

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

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

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

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

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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

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

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

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

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

## 21. Compatible Land Use.

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

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

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

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

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

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

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

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

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

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

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

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

## **29. Airport Layout Plan.**

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

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The



sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

### **30. Civil Rights.**

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

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**Town of Colorado City**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

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

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

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

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

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

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

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

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 28, 2023.

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

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

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

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

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

## NOTICE OF AWARD

DATE: \_\_\_\_\_

TO: INJ Engineering Construction, Inc.  
P.O. Box 842218  
Hildale, UT 84784

The Town of Colorado City, having considered the Contract Proposals submitted for improvements to the Colorado City Municipal Airport, AIP Project No. 3-04-0076-028-2023, and it appearing that your Contract Proposal of **One Million Six Hundred Four Thousand Ninety-One and No/100 Dollars (\$1,604,091.00)** for **Construct Parallel Taxiway A, Schedules I & II and Bid Alternate No. 1** is fair, equitable and in the best interest of the Town of Colorado City and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices (based on unit prices and estimated quantities) contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Owner Airport Board.

This Award is subject to the concurrence of the Federal Aviation Administration.

Town of Colorado City  
Colorado City, Arizona

By: \_\_\_\_\_  
Contract Authorized Representative

Howard Ream, Mayor  
Name and Title

\_\_\_\_\_  
Date

June 28, 2023

Mr. LaDell Bistline, Sr.  
Airport Manager  
Colorado City Municipal Airport  
PO Box 70  
Colorado City, AZ 86021

Subject: Colorado City Municipal Airport  
Colorado City, Arizona  
A.I.P. Project No. 3-04-0076-028-2023  
Schedule I: Construct Taxiway A – East  
Schedule II: Construct Taxiway A2  
**Letter of Recommendation**

Dear Mr. Bistline:

Bid proposals for the above referenced project were received and opened on June 23, 2023, at the Colorado City Town Hall. A total of three (3) prime contractors submitted formal bids. The bid proposal for this project consisted of a Base Bid and two Bid Alternates.

The bids were tabulated for mathematical correctness and the Base Bids are summarized in the following table, in order from lowest to highest total cost:

Bidder	Schedule I (Base Bid)	Schedule II (Base Bid)	Total Bid (Base Bid)
JNJ Engineering Construction, Inc.	\$955,640.00	\$170,350.00	\$1,125,990.00
Mel Clark, Inc.	\$1,024,708.00	\$168,635.00	\$1,193,343.00
<b>Engineer's Estimate</b>	<b>\$1,147,052.50</b>	<b>\$161,150.00</b>	<b>\$1,308,202.50</b>
Miller X, LLC	\$1,312,970.00	\$138,700.00	\$1,451,670.00

The Base Bid for Schedules I and II includes earthwork, paving, pavement marking and related work items. Bid Alternate No. 1 includes taxiway edge light installation, guidance sign installation and improvements to the electrical vault. Bid Alternate No. 2 includes taxiway edge reflectors and unlighted signs in the same locations as their powered counterparts. It was anticipated that the Base Bid for one or both schedules would be awarded with one of the two bid alternates.

The bids were tabulated for mathematical correctness for Bid Alternate No. 1 and are summarized in the following table, in order from lowest to highest total cost:

Bidder	SCHEDULE I Bid Alt. No. 1	SCHEDULE II Bid Alt. No. 1	Total Bid Bid Alt. No. 1
<b>Engineer's Estimate</b>	<b>\$312,702.50</b>	<b>\$59,235.00</b>	<b>\$371,937.50</b>
Mel Clark, Inc.	\$340,545.00	\$73,860.00	\$414,405.00
JNJ Engineering Construction, Inc.	\$404,637.00	\$73,464.00	\$478,101.00
Miller X, LLC	\$397,950.00	\$90,500.00	\$488,450.00

The bids were tabulated for mathematical correctness for Bid Alternate No. 2 and are summarized in the following table, in order from lowest to highest total cost:

Bidder	SCHEDULE I Bid Alt. No. 2	SCHEDULE II Bid Alt. No. 2	Total Bid Bid Alt. No. 2
<b>Engineer's Estimate</b>	<b>\$39,380.00</b>	<b>\$21,560.00</b>	<b>\$60,940.00</b>
JNJ Engineering Construction, Inc.	\$48,601.00	\$28,287.00	\$76,888.00
Mel Clark, Inc.	\$48,175.00	\$30,320.00	\$78,495.00
Miller X, LLC	\$73,000.00	\$39,000.00	\$112,000.00

The total of the base bid (both schedules) with each of the bid alternates is summarized in the following table, in order from lowest to highest total cost:

Bidder	Total Bid (Base Bid)	Base Bid with Bid Alternate No. 1 Total	Base Bid with Bid Alternate No. 2 Total
JNJ Engineering Construction, Inc.	\$1,125,990.00	\$1,604,091.00	\$1,202,878.00
Mel Clark, Inc.	\$1,193,343.00	\$1,607,748.00	\$1,271,838.00
<b>Engineer's Estimate</b>	<b>\$1,308,202.50</b>	<b>\$1,680,140.00</b>	<b>\$1,369,142.50</b>
Miller X, LLC.	\$1,451,670.00	\$1,940,120.00	\$1,563,670.00

Our office has reviewed the bid proposal for compliance with the Instruction to Bidders. JNJ Engineering Construction, Inc. submitted the required forms, including the Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification of Offeror/Bidder Re: Tax Delinquency, Bid Proposal, and acknowledgment of the addendum. JNJ Engineering Construction, Inc. also submitted evidence of competency to perform the work, consisting of a summary of their past experience and evidence of financial responsibility, as per the requirements set forth by the Contract Documents.

The requirements of 49 CFR Part 26 Disadvantaged Business Enterprise (DBE) Program apply to this contract. The Colorado City Municipal Airport has a DBE participation goal of 1.77% to be obtained through race/gender-neutral means. Because the goal is on a race/gender-neutral basis, JNJ Engineering Construction did not make formal commitment for DBE utilization as part of the bid proposal, but has committed to meet the applicable requirements.

JNJ Engineering Construction, Inc. was vetted against the General Services Administration Excluded Parties List System, and no records were found.



We have reviewed the prime contractor's qualifications, performed a cost analysis as evidence of cost reasonableness and consider this firm capable of completing this airport development project. We recommend that Bid Alternate No. 1 be utilized for both Schedule(s) I and II. JNJ Engineering Construction, Inc.'s bid of \$1,604,091.00 for both Schedules(s) I and II and Alternative No. 1 is 4.74% lower than the Engineer's Estimate and 0.23% lower than the next lowest bid received from Mel Clark, Inc.

Given this bid total, the total funding needed for this project is \$1,814,330, as summarized as follows:

		FAA	STATE	LOCAL
<b>CONSTRUCTION COSTS OF APPARENT LOW BIDDER</b>	<b>SCHEDULE TOTAL</b>	<b>91.06%</b>	<b>4.47%</b>	<b>4.47%</b>
SCHEDULE I   Construct Taxiway A East	\$1,360,277	\$ 1,238,668	\$60,804	\$60,804
SCHEDULE II   Construct Taxiway A2	\$ 243,814	\$222,017	\$10,898	\$10,898
<b>CONSTRUCTION SUBTOTAL</b>	<b>\$1,604,091</b>	<b>\$1,460,685</b>	<b>\$ 71,703</b>	<b>\$ 71,703</b>
Administrative Costs	\$ 5,000	\$4,553	\$ 224	\$ 224
Bidding and Construction Administration Fee	\$ 205,239	\$186,890	\$9,174	\$9,174
<b>TOTAL</b>	<b>\$1,814,330</b>	<b>\$1,652,129</b>	<b>\$ 81,101</b>	<b>\$ 81,101</b>

The original FAA grant application included a federal share of \$1,250,000. Since the bid opening, the FAA has indicated a total of \$1,619,596 is available to be apportioned to this project. At a 91.06% participation rate, this translates into a project budget of \$1,778,603. This total is \$35,727 over the total funding needed, as outlined in the table above. The bid item T-901a "Seeding with Hyrdomulch" may be omitted from the project at a cost savings of \$44,910. This omission will enable the project to be awarded with powered lights and without other undue adverse effects. A complete bid tabulation and project funding summary are enclosed.

Advertisements for bid were placed in the Spectrum on May 30 and June 4, 2023. In addition, advertisements were placed in the Kingman Daily Miner on May 28 and June 4, 2023. Upon advertisement, Jviation notified contractors to solicit interest in the project. Interest in the project was high, as evidenced by the number of prime contractors who submitted bids for the project.

Based on the information provided by the prime contractor, we recommend that the Town of Colorado City award the construction project to JNJ Engineering Construction, Inc in the amount of \$1,604,091.00 for both Schedule(s) I and II and Bid Alternate No. 1, subject to FAA concurrence and available funding. It should be noted that FAA concurrence does not constitute any waiver of the contractual obligations specified in the contract documents and construction drawings required by the contractor.

The following documents have been enclosed for your records:

Planholder's List  
Tabulation of Bids  
Contractor's Original Proposals  
Project Funding Summary

If you need additional information, please feel free to contact us.

Sincerely,

A handwritten signature in black ink that reads "Dane Hurst". The signature is fluid and cursive, with the first name "Dane" and last name "Hurst" clearly legible.

Dane C. Hurst, P.E.  
Project Manager

Enclosures

cc: Mr. Ryan Spicer, FAA—Phoenix ADO  
Ms. Margie Cerda, ADOT Aeronautics  
Mr. Matthew Munden, ADOT Aeronautics  
Mr. Vance Barlow, Town of Colorado City  
Mr. Kirk Nielsen, Jviation  
File

**COLORADO CITY MUNICIPAL AIRPORT**

COLORADO CITY, ARIZONA

AIP PROJECT NUMBER: 3-04-0076-028-2023

**BID OPENING**

DATE: FRIDAY, JUNE 23, 2023

TIME: 2:30 P.M. (MDT)

Schedule I (Federal) - Construct Taxiway A East

Schedule II (Federal) - Construct Taxiway A2

BID SUMMARY ITEM	Engineer's Estimate	Mel Clark, Inc.	Miller X, LLC.	JNJ Engineering Construction, Inc.
Contract Proposal - Schs. I & II (Div 2-1 thru 2-3)	✓	✓	✓	✓
Received Addendums (Division 2-3)	✓	✓	✓	✓
Bid Bond (Div 2-5 thru 2-6)	✓	✓	✓	✓
Contractor Information (Div 2-7 thru 2-8)	✓	✓	✓	✓
Subcontractor/Material Supplier List (Division 2-9)	✓	✓	✓	✓
Equal Employment Opportunity Report Statement (Div 2-11)	✓	✓	✓	✓
Buy American Certification (Division 2-13 thru 2-16)	✓	✓	✓	✓
Buy America Waiver Request (if applic.) (Div 2-17 thru 2-23)	✓	✓	✓	✓
Buy American Conformance Listing (if app.) (Div 2-25)	✓	✓	✓	✓
Cert of Offeror/Bidder Re: Tax Delinquency (Div 2-27)	✓	✓	✓	✓
Contractor's Statement of Qualifications (Div 2-29)	✓	✓	✓	✓
Bid Proposal Summary (Div 2-31 thru 2-43)	✓	✓	✓	✓
<b>TOTAL SCHEDULE I</b>	\$ 1,147,052.50	\$ 1,024,708.00	\$ 1,312,970.00	\$ 955,640.00
<b>SCHEDULE I - Bid Alternate No. 1 - SUBTOTAL</b>	\$ 312,702.50	\$ 340,545.00	\$ 397,950.00	\$ 404,637.00
<b>SCHEDULE I - Bid Alternate No. 2 - SUBTOTAL</b>	\$ 39,380.00	\$ 48,175.00	\$ 73,000.00	\$ 48,601.00
<b>SCHEDULE I AND BID Alternate No. 1 TOTAL</b>	\$ 1,459,755.00	\$ 1,365,253.00	\$ 1,710,920.00	\$ 1,360,277.00
<b>SCHEDULE I AND BID Alternate No. 2 TOTAL</b>	\$ 1,186,432.50	\$ 1,072,883.00	\$ 1,385,970.00	\$ 1,004,241.00
<b>TOTAL SCHEDULE II</b>	\$ 161,150.00	\$ 168,635.00	\$ 138,700.00	\$ 170,350.00
<b>SCHEDULE II - Bid Alternate No. 1 - SUBTOTAL</b>	\$ 59,235.00	\$ 73,860.00	\$ 90,500.00	\$ 73,464.00
<b>SCHEDULE II - Bid Alternate No. 2 - SUBTOTAL</b>	\$ 21,560.00	\$ 30,320.00	\$ 39,000.00	\$ 28,287.00
<b>SCHEDULE II AND BID Alternate No. 1 TOTAL</b>	\$ 220,385.00	\$ 242,495.00	\$ 229,200.00	\$ 243,814.00
<b>SCHEDULE II AND BID Alternate No. 2 TOTAL</b>	\$ 182,710.00	\$ 198,955.00	\$ 177,700.00	\$ 198,637.00
<b>TOTAL COST - SCHEDULES I &amp; II:</b>	\$ 1,308,202.50	\$ 1,193,343.00	\$ 1,451,670.00	\$ 1,125,990.00
<b>TOTAL COST - Sch I and Bid Alt No. 1 and Sch II and Bid Alt No. 1:</b>	\$ 1,680,140.00	\$ 1,607,748.00	\$ 1,940,120.00	\$ 1,604,091.00
<b>TOTAL COST - Sch I and Bid Alt No. 2 and Sch II and Bid Alt No. 2:</b>	\$ 1,369,142.50	\$ 1,271,838.00	\$ 1,563,670.00	\$ 1,202,878.00

\* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

SCHEDULE 1 - CONSTRUCT TAXIWAY A EAST				Engineer's Estimate		Mel Clark, Inc.		Miller X, LLC.		JNJ Engineering Construction, Inc.	
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-102a	TEMPORARY EROSION CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 72,000.00	\$ 72,000.00	\$ 5,000.00	\$ 5,000.00	\$ 44,900.00	\$ 44,900.00
C-105a	BASE BID MOBILIZATION (10% MAXIMUM)	1	LS	\$ 104,277.50	\$ 104,277.50	\$ 106,800.00	\$ 106,800.00	\$ 75,000.00	\$ 75,000.00	\$ 94,000.00	\$ 94,000.00
P-101a	ASPHALT PAVEMENT REMOVAL (FULL DEPTH)	1,900	SY	\$ 4.00	\$ 7,600.00	\$ 4.00	\$ 7,600.00	\$ 2.50	\$ 4,750.00	\$ 5.70	\$ 10,830.00
P-101b	REMOVAL OF PIPE AND OTHER BURIED STRUCTURES	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00
P-151a	CLEARING AND GRUBBING	5	AC	\$ 3,000.00	\$ 15,000.00	\$ 1,500.00	\$ 7,500.00	\$ 5,000.00	\$ 25,000.00	\$ 3,650.00	\$ 18,250.00
P-152a	UNCLASSIFIED EXCAVATION	14,400	CY	\$ 15.00	\$ 216,000.00	\$ 8.50	\$ 122,400.00	\$ 10.00	\$ 144,000.00	\$ 4.90	\$ 70,560.00
P-152b	SUBGRADE PREPARATION	9,100	SY	\$ 4.00	\$ 36,400.00	\$ 2.50	\$ 22,750.00	\$ 9.00	\$ 81,900.00	\$ 6.90	\$ 62,790.00
P-152c	MUCK EXCAVATION	300	CY	\$ 30.00	\$ 9,000.00	\$ 30.00	\$ 9,000.00	\$ 10.00	\$ 3,000.00	\$ 36.00	\$ 10,800.00
P-208a	AGGREGATE BASE COURSE	2,600	CY	\$ 85.00	\$ 221,000.00	\$ 57.00	\$ 148,200.00	\$ 55.00	\$ 143,000.00	\$ 42.50	\$ 110,500.00
P-401a	ASPHALT SURFACE COURSE	2,050	TON	\$ 190.00	\$ 389,500.00	\$ 185.00	\$ 379,250.00	\$ 220.00	\$ 451,000.00	\$ 182.00	\$ 373,100.00
P-603a	EMULSIFIED ASPHALT TACK COAT	4	TON	\$ 1,200.00	\$ 4,800.00	\$ 1,210.00	\$ 4,840.00	\$ 2,500.00	\$ 10,000.00	\$ 1,265.00	\$ 5,060.00
P-608a	ASPHALT SURFACE TREATMENT	2,800	SY	\$ 4.00	\$ 11,200.00	\$ 5.60	\$ 15,680.00	\$ 27.00	\$ 75,600.00	\$ 6.20	\$ 17,360.00
P-620a	REMOVE PAVEMENT MARKINGS	23,700	SF	\$ 1.75	\$ 41,475.00	\$ 0.85	\$ 20,145.00	\$ 1.00	\$ 23,700.00	\$ 1.00	\$ 23,700.00
P-620b	TEMPORARY PAVEMENT MARKINGS	4,800	SF	\$ 2.25	\$ 10,800.00	\$ 3.65	\$ 17,520.00	\$ 5.00	\$ 24,000.00	\$ 3.80	\$ 18,240.00
P-620c	PERMANENT PAVEMENT MARKINGS	6,300	SF	\$ 2.00	\$ 12,600.00	\$ 3.65	\$ 22,995.00	\$ 5.00	\$ 31,500.00	\$ 3.80	\$ 23,940.00
T-901a	SEEDING WITH HYDROMULCH	9	AC	\$ 5,000.00	\$ 45,000.00	\$ 4,800.00	\$ 43,200.00	\$ 21,780.00	\$ 196,020.00	\$ 4,990.00	\$ 44,910.00
L-110a	INSTALL 1-2" SCH. 40 PVC CONDUIT (CE)	200	LF	\$ 35.00	\$ 7,000.00	\$ 66.00	\$ 13,200.00	\$ 20.00	\$ 4,000.00	\$ 50.00	\$ 10,000.00
L-115a	REMOVE L-867 JUNCTION BOX, COMPLETE	4	EA	\$ 250.00	\$ 1,000.00	\$ 22.00	\$ 88.00	\$ 1,000.00	\$ 4,000.00	\$ 560.00	\$ 2,240.00
L-125a	REMOVE BASE MOUNTED LIGHT, COMPLETE	2	EA	\$ 250.00	\$ 500.00	\$ 165.00	\$ 330.00	\$ 1,000.00	\$ 2,000.00	\$ 1,260.00	\$ 2,520.00
L-125b	REMOVE GUIDANCE SIGN, COMPLETE	1	EA	\$ 300.00	\$ 300.00	\$ 550.00	\$ 550.00	\$ 1,000.00	\$ 1,000.00	\$ 2,700.00	\$ 2,700.00
L-125c	REMOVE STAKE MOUNTED REFLECTOR	12	EA	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 500.00	\$ 6,000.00	\$ 145.00	\$ 1,740.00
<b>TOTAL SCHEDULE 1</b>					<b>\$ 1,147,052.50</b>		<b>\$ 1,024,708.00</b>		<b>\$ 1,312,970.00</b>		<b>\$ 955,640.00</b>

SCHEDULE 1 - Bid Alternate No. 1 - Edge Lights & Lighted Signs											
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105b	BID ALTERNATE 1 MOBILIZATION (10% MAXIMUM)	1	LS	\$ 28,427.50	\$ 28,427.50	\$ 10,600.00	\$ 10,600.00	\$ 12,000.00	\$ 12,000.00	\$ 27,900.00	\$ 27,900.00
L-108a	INSTALL #8 AWG L-824C, 5000V WIRE	9,900	LF	\$ 2.75	\$ 27,225.00	\$ 6.60	\$ 65,340.00	\$ 7.50	\$ 74,250.00	\$ 4.90	\$ 48,510.00
L-108b	INSTALL #6 AWG BARE COPPER COUNTERPOISE WIRE INCLUDING GROUND RODS AND TERMINATIONS	5,000	LF	\$ 3.25	\$ 16,250.00	\$ 6.60	\$ 33,000.00	\$ 7.50	\$ 37,500.00	\$ 22.90	\$ 114,500.00
L-109a	REMOVE L-829 EXISTING CONSTANT CURRENT REGULATOR, COMPLETE	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 165.00	\$ 330.00	\$ 500.00	\$ 1,000.00	\$ 4,200.00	\$ 8,400.00
L-109b	INSTALL L-829 CONSTANT CURRENT REGULATOR, FERRORESONANT, 10KW	2	EA	\$ 20,000.00	\$ 40,000.00	\$ 22,000.00	\$ 44,000.00	\$ 28,000.00	\$ 56,000.00	\$ 7,990.00	\$ 15,980.00
L-109c	INSTALL L-829 CONSTANT CURRENT REGULATOR, FERRORESONANT, 20KW	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 27,500.00	\$ 27,500.00	\$ 32,000.00	\$ 32,000.00	\$ 10,600.00	\$ 10,600.00
L-110b	INSTALL 1-2" SCH. 40 PVC CONDUIT (DEB)	4,700	LF	\$ 9.00	\$ 42,300.00	\$ 8.80	\$ 41,360.00	\$ 10.00	\$ 47,000.00	\$ 19.50	\$ 91,650.00
L-110c	INSTALL 1-2" HDPE CONDUIT, DIRECTIONALLY BORED	80	LF	\$ 150.00	\$ 12,000.00	\$ 110.00	\$ 8,800.00	\$ 200.00	\$ 16,000.00	\$ 92.00	\$ 7,360.00
L-115b	INSTALL L-867 JUNCTION BOX, COMPLETE	7	EA	\$ 2,000.00	\$ 14,000.00	\$ 1,045.00	\$ 7,315.00	\$ 1,200.00	\$ 8,400.00	\$ 925.00	\$ 6,475.00
L-125d	INSTALL BASE MOUNTED L-861(TL) TAXIWAY EDGE LIGHT IN SOIL, COMPLETE	49	EA	\$ 1,500.00	\$ 73,500.00	\$ 1,100.00	\$ 53,900.00	\$ 1,200.00	\$ 58,800.00	\$ 778.00	\$ 38,122.00
L-125e	INSTALL L-858 LIGHTED GUIDANCE SIGN ON NEW CONCRETE PAD IN SOIL, SIZE 1, 2 MODULE, COMPLETE	2	EA	\$ 5,500.00	\$ 11,000.00	\$ 6,600.00	\$ 13,200.00	\$ 7,500.00	\$ 15,000.00	\$ 5,190.00	\$ 10,380.00
L-125f	INSTALL L-858 LIGHTED GUIDANCE SIGN ON NEW CONCRETE PAD IN SOIL, SIZE 1, 3 MODULE, COMPLETE	4	EA	\$ 6,500.00	\$ 26,000.00	\$ 8,800.00	\$ 35,200.00	\$ 10,000.00	\$ 40,000.00	\$ 6,190.00	\$ 24,760.00
<b>SCHEDULE 1 - Bid Alternate No. 1 - SUBTOTAL</b>					<b>\$ 312,702.50</b>		<b>\$ 340,545.00</b>		<b>\$ 397,950.00</b>		<b>\$ 404,637.00</b>

SCHEDULE 1 - Bid Alternate No. 2 - Edge Reflectors & Unlighted Signs											
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105c	BID ALTERNATE 2 MOBILIZATION (10% MAXIMUM)	1	LS	\$ 3,580.00	\$ 3,580.00	\$ 10,500.00	\$ 10,500.00	\$ 7,500.00	\$ 7,500.00	\$ 4,690.00	\$ 4,690.00
L-125g	INSTALL L-853 TYPE II TAXIWAY EDGE REFLECTOR, COMPLETE	49	EA	\$ 200.00	\$ 9,800.00	\$ 275.00	\$ 13,475.00	\$ 500.00	\$ 24,500.00	\$ 179.00	\$ 8,771.00
L-125h	INSTALL L-858 UNLIGHTED GUIDANCE SIGN IN SOIL, SIZE 1, 2 MODULE, COMPLETE	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 3,300.00	\$ 6,600.00	\$ 6,500.00	\$ 13,000.00	\$ 5,190.00	\$ 10,380.00
L-125i	INSTALL L-858 UNLIGHTED GUIDANCE SIGN IN SOIL, SIZE 1, 3 MODULE, COMPLETE	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 4,400.00	\$ 17,600.00	\$ 7,000.00	\$ 28,000.00	\$ 6,190.00	\$ 24,760.00
<b>SCHEDULE 1 - Bid Alternate No. 2 - SUBTOTAL</b>					<b>\$ 39,380.00</b>		<b>\$ 48,175.00</b>		<b>\$ 73,000.00</b>		<b>\$ 48,601.00</b>

<b>SCHEDULE 1 AND BID Alternate No. 1 TOTAL</b>					<b>\$ 1,459,755.00</b>		<b>\$ 1,365,253.00</b>		<b>\$ 1,710,920.00</b>		<b>\$ 1,360,277.00</b>
<b>SCHEDULE 1 AND BID Alternate No. 2 TOTAL</b>					<b>\$ 1,186,432.50</b>		<b>\$ 1,072,883.00</b>		<b>\$ 1,385,970.00</b>		<b>\$ 1,004,241.00</b>

\* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

SCHEDULE II - CONSTRUCT TAXIWAY A2				Engineer's Estimate		Mel Clark, Inc.		Miller X, LLC.		JNJ Engineering Construction, Inc.	
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	BASE BID MOBILIZATION (10% MAXIMUM)	1	LS	\$ 14,650.00	\$ 14,650.00	\$ 37,000.00	\$ 37,000.00	\$ 10,900.00	\$ 10,900.00	\$ 16,800.00	\$ 16,800.00
P-152a	UNCLASSIFIED EXCAVATION	1,400	CY	\$ 18.00	\$ 25,200.00	\$ 10.00	\$ 14,000.00	\$ 10.00	\$ 14,000.00	\$ 14.10	\$ 19,740.00
P-152b	SUBGRADE PREPARATION	1,500	SY	\$ 4.00	\$ 6,000.00	\$ 4.50	\$ 6,750.00	\$ 9.00	\$ 13,500.00	\$ 16.90	\$ 25,350.00
P-152c	MUCK EXCAVATION	50	CY	\$ 30.00	\$ 1,500.00	\$ 100.00	\$ 5,000.00	\$ 10.00	\$ 500.00	\$ 212.00	\$ 10,600.00
P-208a	AGGREGATE BASE COURSE	400	CY	\$ 90.00	\$ 36,000.00	\$ 65.00	\$ 26,000.00	\$ 55.00	\$ 22,000.00	\$ 48.00	\$ 19,200.00
P-401a	ASPHALT SURFACE COURSE	350	TON	\$ 200.00	\$ 70,000.00	\$ 185.00	\$ 64,750.00	\$ 150.00	\$ 52,500.00	\$ 182.00	\$ 63,700.00
P-603a	EMULSIFIED ASPHALT TACK COAT	1	TON	\$ 1,200.00	\$ 1,200.00	\$ 1,235.00	\$ 1,235.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
P-620b	TEMPORARY PAVEMENT MARKINGS	400	SF	\$ 2.25	\$ 900.00	\$ 6.00	\$ 2,400.00	\$ 25.00	\$ 10,000.00	\$ 5.80	\$ 2,320.00
P-620c	PERMANENT PAVEMENT MARKINGS	400	SF	\$ 2.00	\$ 800.00	\$ 6.00	\$ 2,400.00	\$ 25.00	\$ 10,000.00	\$ 5.90	\$ 2,360.00
L-110a	INSTALL 1-2" SCH. 40 PVC CONDUIT (CE)	140	LF	\$ 35.00	\$ 4,900.00	\$ 65.00	\$ 9,100.00	\$ 20.00	\$ 2,800.00	\$ 52.00	\$ 7,280.00
<b>TOTAL SCHEDULE II</b>					<b>\$ 161,150.00</b>		<b>\$ 168,635.00</b>		<b>\$ 138,700.00</b>		<b>\$ 170,350.00</b>

SCHEDULE II - Bid Alternate No. 1 - Edge Lights & Lighted Signs											
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105b	BID ALTERNATE 1 MOBILIZATION (10% MAXIMUM)	1	LS	\$ 5,385.00	\$ 5,385.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,440.00	\$ 8,440.00
L-108a	INSTALL #8 AWG L-824C, 5000V WIRE	1,300	LF	\$ 2.75	\$ 3,575.00	\$ 6.72	\$ 8,736.00	\$ 10.00	\$ 13,000.00	\$ 4.90	\$ 6,370.00
L-108b	INSTALL #6 AWG BARE COPPER COUNTERPOISE WIRE INCLUDING GROUND RODS AND TERMINATIONS	700	LF	\$ 3.25	\$ 2,275.00	\$ 6.72	\$ 4,704.00	\$ 10.00	\$ 7,000.00	\$ 22.90	\$ 16,030.00
L-110b	INSTALL 1-2" SCH. 40 PVC CONDUIT (DEB)	500	LF	\$ 9.00	\$ 4,500.00	\$ 9.00	\$ 4,500.00	\$ 15.00	\$ 7,500.00	\$ 19.50	\$ 9,750.00
L-125d	INSTALL BASE MOUNTED L-861T(L) TAXIWAY EDGE LIGHT IN SOIL, COMPLETE	13	EA	\$ 1,500.00	\$ 19,500.00	\$ 1,120.00	\$ 14,560.00	\$ 1,500.00	\$ 19,500.00	\$ 778.00	\$ 10,114.00
L-125e	INSTALL L-858 LIGHTED GUIDANCE SIGN ON NEW CONCRETE PAD IN SOIL, SIZE 1, 2 MODULE, COMPLETE	2	EA	\$ 5,500.00	\$ 11,000.00	\$ 6,720.00	\$ 13,440.00	\$ 8,000.00	\$ 16,000.00	\$ 5,190.00	\$ 10,380.00
L-125f	INSTALL L-858 LIGHTED GUIDANCE SIGN ON NEW CONCRETE PAD IN SOIL, SIZE 1, 3 MODULE, COMPLETE	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 8,960.00	\$ 17,920.00	\$ 10,000.00	\$ 20,000.00	\$ 6,190.00	\$ 12,380.00
<b>SCHEDULE II - Bid Alternate No. 1 - SUBTOTAL</b>					<b>\$ 59,235.00</b>		<b>\$ 73,860.00</b>		<b>\$ 90,500.00</b>		<b>\$ 73,464.00</b>

SCHEDULE II - Bid Alternate No. 2 - Edge Reflectors & Unlighted Signs											
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105c	BID ALTERNATE 2 MOBILIZATION (10% MAXIMUM)	1	LS	1,960	\$ 1,960.00	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,800.00	\$ 2,800.00
L-125g	INSTALL L-853 TYPE II TAXIWAY EDGE REFLECTOR, COMPLETE	13	EA	200	\$ 2,600.00	\$ 280.00	\$ 3,640.00	\$ 500.00	\$ 6,500.00	\$ 179.00	\$ 2,327.00
L-125h	INSTALL L-858 UNLIGHTED GUIDANCE SIGN IN SOIL, SIZE 1, 2 MODULE, COMPLETE	2	EA	4,000	\$ 8,000.00	\$ 3,360.00	\$ 6,720.00	\$ 5,000.00	\$ 10,000.00	\$ 5,290.00	\$ 10,580.00
L-125i	INSTALL L-858 UNLIGHTED GUIDANCE SIGN IN SOIL, SIZE 1, 3 MODULE, COMPLETE	2	EA	4,500	\$ 9,000.00	\$ 4,480.00	\$ 8,960.00	\$ 7,500.00	\$ 15,000.00	\$ 6,290.00	\$ 12,580.00
<b>SCHEDULE II - Bid Alternate No. 2 - SUBTOTAL</b>					<b>\$ 21,560.00</b>		<b>\$ 30,320.00</b>		<b>\$ 39,000.00</b>		<b>\$ 28,287.00</b>

<b>SCHEDULE II AND BID Alternate No. 1 TOTAL</b>					<b>\$ 220,385.00</b>		<b>\$ 242,495.00</b>		<b>\$ 229,200.00</b>		<b>\$ 243,814.00</b>
<b>SCHEDULE II AND BID Alternate No. 2 TOTAL</b>					<b>\$ 182,710.00</b>		<b>\$ 198,955.00</b>		<b>\$ 177,700.00</b>		<b>\$ 198,637.00</b>

CONSTRUCTION FUNDING SUMMARY

COLORADO CITY MUNICIPAL AIRPORT

CONSTRUCT TAXIWAY A - EAST

AIP No. 3-04-0076-028-2023

June 27, 2023

FY2023 - BID ALTERNATE 1 (EDGE LIGHTS & LIGHTED SIGNS)				FAA	STATE	LOCAL
Construction Costs of Apparent Low Bidder	BASE BID TOTAL	BID ALTERNATE 1 TOTAL	SCHEDULE TOTAL	91.06%	4.47%	4.47%
SCHEDULE I Construct Taxiway A East	\$ 955,640	\$ 404,637	\$ 1,360,277	\$ 1,238,668	\$ 60,804	\$ 60,804
SCHEDULE II Construct Taxiway A2	\$ 170,350	\$ 73,464	\$ 243,814	\$ 222,017	\$ 10,898	\$ 10,898
CONSTRUCTION SUBTOTAL	\$ 1,125,990	\$ 478,101	\$ 1,604,091	\$ 1,460,685	\$ 71,703	\$ 71,703
Administrative Costs	\$ 5,000	\$ -	\$ 5,000	\$ 4,553	\$ 224	\$ 224
Bidding and Construction Administration Fee	\$ 205,239	\$ -	\$ 205,239	\$ 186,890	\$ 9,174	\$ 9,174
TOTAL	\$ 1,336,229	\$ 478,101	\$ 1,814,330	\$ 1,652,129	\$ 81,101	\$ 81,101

FY2023 - BID ALTERNATE 2 (EDGE REFLECTORS AND UNLIGHTED SIGNS)				FAA	STATE	LOCAL
Engineer's Estimate of Construction Costs	BASE BID TOTAL	BID ALTERNATE 2 TOTAL	SCHEDULE TOTAL	91.06%	4.47%	4.47%
SCHEDULE I Construct Taxiway A East	\$ 955,640	\$ 48,601	\$ 1,004,241	\$ 914,462	\$ 44,890	\$ 44,890
SCHEDULE II Construct Taxiway A2	\$ 170,350	\$ 28,287	\$ 198,637	\$ 180,879	\$ 8,879	\$ 8,879
CONSTRUCTION SUBTOTAL	\$ 1,125,990	\$ 76,888	\$ 1,202,878	\$ 1,095,341	\$ 53,769	\$ 53,769
Administrative Costs	\$ 5,000	\$ -	\$ 5,000	\$ 4,553	\$ 224	\$ 224
Bidding and Construction Administration Fee	\$ 205,239	\$ -	\$ 205,239	\$ 186,890	\$ 9,174	\$ 9,174
TOTAL	\$ 1,336,229	\$ 76,888	\$ 1,413,117	\$ 1,286,784	\$ 63,166	\$ 63,166

FUNDING SUMMARY	TOTAL 100.00%	FAA 91.06%	STATE 4.47%	LOCAL 4.47%
	\$ 1,778,603	\$ 1,619,596	\$ 79,503	\$ 79,504

# CONTRACT AGREEMENT

Colorado City Municipal Airport  
Colorado City, Arizona  
AIP NO. 3-04-0076-028-2023

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Colorado City, Party of the First Part, hereinafter referred to as the “Owner”, and JNJ Engineering Construction, Inc., Party of the Second Part, hereinafter referred to as the “Contractor,” for the construction of airport improvement including **Construct Parallel Taxiway A, Schedules I & II and Bid Alternate No. 1** and other incidental work at the Colorado City Municipal Airport.

WITNESSETH:

**ARTICLE 1.** It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

**ARTICLE 2.** It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

**ARTICLE 3.** It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of “Extra Work” authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

**ARTICLE 4.** It is hereby further agreed that any references herein to the “Contract” shall include “Contract Documents” as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor’s Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said “Contract Documents” are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the “Contractor” and included in the “Contract Documents.”

**ARTICLE 5.** The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents.

**ARTICLE 6.** The Contractor agrees to commence work within ten (10) calendar days after the receipt of a Notice to Proceed and the Contractor further agrees to complete said work within 49 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of \$500.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of calendar day(s) days allowed in this paragraph. In addition, up to \$2,400.00/calendar day(s) for the construction manager plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of calendar day(s) days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

**ARTICLE 7.** The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by owner that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Owner's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by Owner in accordance with a budget adopted by the Town of Colorado City. Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

**The total estimated cost for AIP project #3-04-0076-028-2023 thereof to be One Million Six Hundred Four Thousand Ninety-One and No/100 Dollars (\$1,604,091.00).**

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

OWNER, Party of the First Part

**JNJ Engineering Construction, Inc.**

**Town of Colorado City**

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

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

\_\_\_\_\_  
(Office or Position of Signer)

\_\_\_\_\_  
(Office or Position of Signer)

(SEAL)

(SEAL)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
(Office or Position of Signer)

\_\_\_\_\_  
(Office or Position of Signer)



# Master Professional Service Agreement (Aviation Services - Planning)

**THIS MASTER PROFESSIONAL SERVICES AGREEMENT**, is entered on \_\_\_\_ day of \_\_\_\_\_, 2023, between Woolpert, Inc., 35 South 400 West, Suite 200, St. George, UT 84770 ("Engineer") and the Town of Colorado City, AZ ("Sponsor"), and intends to describe Woolpert's Professional Services ("Services") to be furnished under mutually executed task orders issued under this Agreement ("Task Orders"). Woolpert was awarded this Master Professional Services Agreement as a result of the Client solicitation dated February 15, 2023, which includes the following projects:

- Prepare Airport Master Plan Update with Airport AGIS
- Land Acquisition for runway 29/11 extension
- Environmental planning for runway 02 Taxiway Taxiway Lighting runway 11-29

1. **Scope:** Woolpert and Client agree the intended scope of service shall be as set forth in each Task Order for each separate project ("Project"), which will always intend to reference and incorporate this Agreement and are hereby incorporated by reference. The Task Orders may be supplemented from time to time by separate addendums to such Task Orders. A sample Task Order is attached as Attachment A, which is hereby incorporated by reference. Woolpert and Client acknowledge that project change is typical, for one reason or another. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with a negotiated lump sum or, if applicable, a labor schedule included within a Task Order.

2. **Schedule/Term:** The Date of commencement and completion for Services provided shall be set forth in a Task Order for each specific Project. Client acknowledges that Woolpert has developed and proposed a specific plan and fee to furnish and complete its scope of professional services based on the schedule in the Task Order. Woolpert shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of Woolpert or similar delays experienced by its subconsultants. Client understands that modifications to a Project's schedule by Client or reasons beyond the reasonable control of Woolpert may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve. This Agreement shall remain in effect for a period of 5 years or, with respect to any Task Order issued prior to expiration of such period, for the schedule specified in the Task Order for completion of the Services, or as may further be amended in a writing signed by the parties.

3. **Fees:** Client agrees the total compensation due Woolpert for its professional service shall be as set forth in the specific Task Order. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other Project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.

For performance of Services included in each "Lump Sum" Task Order, which shall be defined and delineated in advance, payment to Woolpert will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease except as noted otherwise herein. In that event, the lump sum would be subject to re-negotiation, and Woolpert will prepare and submit an Addendum for Client's approval.

For performance of Services described in each "Cost-Plus-a-Fixed-Fee" Task Order, the Client shall reimburse Woolpert for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

The rates are identified on Attachment B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by Woolpert.

Task Orders with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

- 1) Woolpert must alert the Client when Woolpert's cumulative costs approach the upper limit.
- 2) The Client and Woolpert should assess whether the remaining work effort can be completed within the remaining contract limits.
- 3) Woolpert must obtain Client's approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional construction phase services to be performed by Woolpert; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

On occasion, Woolpert is called upon to continue construction phase services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of Woolpert. In this instance Woolpert

must be reimbursed for services in excess of the specified period of time agreed upon in each Task Order at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Woolpert construction phase services that result from contractor caused construction delays will be included by Client in the liquidated damages established for construction contracts.

**Expenses.** Client shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state, or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the Project. These costs are not included in the compensation to be paid to Woolpert.

For the purposes of estimating, the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing, mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

**4. Instruments of Services/Ownership:** Drawings, specifications, documents, software, and data prepared or collected by Woolpert are instruments of services and may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert maintains ownership of any pre-existing intellectual property rights that may be incorporated into deliverables and will have independent ownership rights to reuse the items for other projects, although Client shall receive a non-exclusive, non-transferrable, limited license to use the standard or proprietary details, specifications, or documentation in connection with the documents as a whole. Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor. If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's deliverables without first obtaining Woolpert's written consent or uses electronic files provided by Woolpert, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

**5. Standard of Care:** Woolpert shall perform the Services in accordance with that degree of care ordinarily exercised by members of the same profession. Client agrees that neither Woolpert nor anyone for whom it is responsible, has offered or will offer Client any fiduciary service and no fiduciary responsibility shall be owed. Woolpert disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

**6. Client Representations:** Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client represents that Woolpert shall be entitled to rely upon information provided by Client or its other consultants and Woolpert shall not be liable in the event that erroneous information is supplied by the Client or its other consultants, and Woolpert subsequently relies upon and incorporates such information in the performance of its services or any deliverable.

**7. Termination/Suspension:** Woolpert may terminate this Agreement for convenience upon thirty (30) days prior written notice to Client without penalty or liability. In the event of Client's failure to make payments or substantially perform its obligations under this Agreement Woolpert may suspend services or terminate this Agreement, without penalty or liability, upon seven days prior written notice and failure of the Client to cure the default within the seven day period. In the event of any termination, Woolpert shall be paid for all services performed through the date of termination. If it is later determined that any termination for failure of the Client to make payments or substantially perform its obligations was excusable, the termination shall be deemed to be a termination for convenience.

**8. Site Safety:** If the Services include activities on a Project site or design services, Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

**9. Hazardous Materials:** Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold or asbestos.

**10. Insurance:** Woolpert agrees to maintain insurance coverage as set forth herein. Should Client require insurance coverage beyond the limits maintained by Woolpert, Client shall be responsible for the increased costs to procure such insurance.

(a) Workers Compensation: statutory

(a) Commercial General Liability: \$1,000,000/\$2,000,000 per occurrence/aggregate;

(c) Automobile Liability: \$1,000,000 combined single limit bodily injury/property damage each accident; and

(b) Professional Liability: \$2,000,000/\$2,000,000 per claim/ aggregate

**11. Duty to Notify:** Woolpert and Client agree to timely identify and disclose to the other all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible. Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

12. **Limitation of Liability:** Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage arising out of this Agreement, which shall include, without limitation, loss of use or profits. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement. Client agrees to limit Woolpert's liability for each Task Order with respect to any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs to Woolpert's fee, or One Hundred Thousand Dollars, whichever is greater.

13. **Section 163:** The FAA's federal action is limited to airport layout plan (ALP) approval of only those portions of projects that meet the criteria established in 49 U.S.C. §47107(a)(16)(B), commonly referred to as Section 163(d) of the FAA Reauthorization Act of 2018. If it is determined that the FAA does not have authority over a portion of the project and associated work completed ahead of the determination is no longer FAA eligible, the Client will remain responsible for this portion of the work.

14. **FAA Provisions:** All services performed shall be in conformance with applicable rules and regulations of the FAA including the mandatory federal contract provisions as outlined in Attachment C for professional contracts as provided on:

[https://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions](https://www.faa.gov/airports/aip/procurement/federal_contract_provisions)

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government. Any revisions to these Federal Provisions after the date of execution of this Agreement that results in a change of responsibilities or scope of services shall entitle Woolpert to an equitable adjustment in compensation.

15. **Headings:** Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

16. **Choice of Law/Venue:** This Agreement is to be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction located within Mohave County, Arizona.

17. **Entirety of Agreement:** This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

**IN WITNESS WHEREOF,** this Agreement is accepted as of the date first written above.

**Town of Coloardo City, AZ:**

Signed: \_\_\_\_\_

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

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

**Woolpert, Inc.:**

Signed: \_\_\_\_\_

Name: Jason Virzi, PE

Title: Vice President



## Attachment A: Sample Task Order

Task Order to Master Professional Services Agreement between Woolpert, Inc. and \_\_\_\_\_

Task Order # \_\_\_\_\_

### Section 1. General

**THIS TASK ORDER**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Woolpert, Inc., whose address is \_\_\_\_\_, (hereinafter referred to as "Woolpert") and \_\_\_\_\_ ("Client"), provides for Services by Woolpert under the Master Professional Services Agreement dated insert date, such Services described under Section 2 of this Task Order.

- Woolpert Project Number: Insert if available
- Task Order Project Title: Insert if available

### Client's Representative

- Name:
- Address:
- Phone Number:
- Email address:

### Woolpert's Representative

- Name: Kirk Nielsen, P.E.
- Address: 35 South 400 West, Suite 200, St. George, UT 84770
- Phone Number: 435-574-5318
- Email address: [Kirk.Nielsen@woolpert.com](mailto:Kirk.Nielsen@woolpert.com)

### Section 2. Description of Services

The Services to be provided by Woolpert are identified in Exhibit A: Scope of Services to this Task Order, which is incorporated by this reference. **\*\*Developed at the time of Task Order\*\***

### Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services is identified in accordance with Exhibit B: Compensation of this Task Order, which is incorporated by this reference. **\*\*Developed at the time of Task Order\*\***

### Section 4. Schedule for Services

The commencement date of this Task Order shall be \_\_\_\_\_. The services set forth in this Task Order shall be completed no later than \_\_\_\_\_, unless terminated or extended as provided in the Master Professional Services Agreement or by mutual agreement in writing.

**IN WITNESS WHEREOF**, this Task Order, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Master Professional Services Agreement, is accepted as of the date first written above.

#### Town of Colorado City, AZ:

Signed: \_\_\_\_\_

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

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

#### Woolpert, Inc.:

Signed: \_\_\_\_\_

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

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



## Attachment B: Rate

Rate Table			
Title	2023 Standard / Lump Sum Rate	2023 Blended CPFF Rate	
Market Director	\$ 325.00	\$ 100.00	
Sales Director	\$ 325.00	\$ 100.00	
Practice Operations Leader	\$ 305.00	\$ 100.00	
Practice Ldr I	\$ 305.00	\$ 100.00	
Prgm Dir II	\$ 300.00	\$ 100.00	
Prgm Dir I	\$ 260.00	\$ 76.00	
Consultant II	\$ 300.00	\$ 100.00	
Consultant I	\$ 275.00	\$ 81.00	
Planner Project Mgr IV	\$ 280.00	\$ 82.00	
Planner III	\$ 240.00	\$ 71.00	
Planner II	\$ 190.00	\$ 56.00	
Planner I	\$ 155.00	\$ 46.00	
Engineer Project Mgr IV	\$ 275.00	\$ 81.00	
Engineer Project Mgr III	\$ 230.00	\$ 68.00	
Engineer Project Mgr II	\$ 180.00	\$ 53.00	
Engineer Project Mgr I	\$ 170.00	\$ 50.00	
Engineer III	\$ 255.00	\$ 75.00	
Engineer II	\$ 180.00	\$ 53.00	
Engineer I	\$ 160.00	\$ 47.00	
Eng Designer III	\$ 215.00	\$ 63.00	
Eng Designer II	\$ 175.00	\$ 51.00	
Eng Designer I	\$ 145.00	\$ 43.00	
Engineer in Training II	\$ 160.00	\$ 47.00	
Engineer in Training I	\$ 145.00	\$ 43.00	
Engineering Techn III	\$ 145.00	\$ 43.00	
Engineering Techn II	\$ 130.00	\$ 38.00	
Engineering Techn I	\$ 110.00	\$ 32.00	
Construction Manager IV	\$ 230.00	\$ 68.00	
Construction Manager III	\$ 200.00	\$ 59.00	
Construction Manager II	\$ 170.00	\$ 50.00	
Construction Manager I	\$ 145.00	\$ 43.00	
Arch Project Mgr IV	\$ 285.00	\$ 84.00	
Arch Project Mgr III	\$ 230.00	\$ 68.00	
Arch Project Mgr II	\$ 210.00	\$ 62.00	
Arch Project Mgr I	\$ 200.00	\$ 59.00	
Architect II	\$ 200.00	\$ 59.00	
Architectural Designer II	\$ 180.00	\$ 53.00	
Architectural Designer I	\$ 140.00	\$ 41.00	
Geospatial Project Mgr IV	\$ 275.00	\$ 81.00	
Geospatial Project Mgr III	\$ 230.00	\$ 68.00	
Geospatial Project Mgr II	\$ 195.00	\$ 57.00	
Geospatial Project Mgr I	\$ 165.00	\$ 49.00	
Geospatial Phase Mgr III	\$ 155.00	\$ 46.00	
Geospatial Phase Mgr II	\$ 140.00	\$ 41.00	
Geospatial Phase Mgr I	\$ 130.00	\$ 38.00	
Geospatial Specialist III	\$ 140.00	\$ 42.00	
Geospatial Specialist II	\$ 130.00	\$ 38.00	
Geospatial Specialist I	\$ 110.00	\$ 32.00	
Geospatial Team Leader I	\$ 140.00	\$ 42.00	
Geospatial Technician IV	\$ 135.00	\$ 40.00	
Geospatial Technician III	\$ 105.00	\$ 32.00	
Geospatial Technician II	\$ 100.00	\$ 30.00	
Geospatial Technician I	\$ 95.00	\$ 28.00	

Title	2023 Standard / Lump Sum Rate	2023 Blended CPFF Rate
Surveyor III (Crew Chief)	\$ 180.00	\$ 53.00
Surveyor II (Crew Chief)	\$ 150.00	\$ 44.00
Surveyor I (Crew Chief)	\$ 125.00	\$ 37.00
Survey Field Tech III	\$ 120.00	\$ 35.00
Survey Field Tech II	\$ 110.00	\$ 32.00
Survey Field Tech I	\$ 90.00	\$ 26.00
Survey Office Tech IV	\$ 115.00	\$ 34.00
Survey Office Tech III	\$ 100.00	\$ 30.00
Survey Office Tech II	\$ 85.00	\$ 25.00
Survey Office Tech I	\$ 80.00	\$ 24.00
Quality Control Manager	\$ 255.00	\$ 75.00
Grants Administrator I	\$ 125.00	\$ 37.00
Sales Coordinator	\$ 295.00	\$ 87.00
Technical Writer I	\$ 125.00	\$ 37.00
Graphic Artist I	\$ 125.00	\$ 37.00
Project Coordinator TL	\$ 135.00	\$ 40.00
Project Coordinator II	\$ 135.00	\$ 40.00
Project Coordinator I	\$ 115.00	\$ 34.00
Billing Analyst Team Lead II	\$ 155.00	\$ 46.00
Project Billing Analyst II	\$ 105.00	\$ 31.00
Project Billing Analyst I	\$ 105.00	\$ 31.00
Intern	\$ 90.00	\$ 26.00
Expenses		
Lodging	\$ 115.00 plus tax	
Per Diem	\$ 59.00	
Vehicle	\$ 85.00	
Mileage	\$ 0.655	



## Attachment C: FAA Provisions

**Table 1 – Applicability of Provisions**

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
<a href="#">Access to Records and Reports</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Affirmative Action Requirement</a>	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
<a href="#">Breach of Contract</a>	\$250,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Buy American Preferences</a>	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) <a href="#">Buy American Statement</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) <a href="#">Construction</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) <a href="#">Equipment/Building Projects</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
<a href="#">Civil Rights – General</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Civil Rights - Title VI Assurances</a>	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) <a href="#">Notice - Solicitation</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) <a href="#">Clause - Contracts</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) <a href="#">Clause – Transfer of U.S. Property</a>	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) <a href="#">Clause – Transfer of Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) <a href="#">Clause - Construct/Use/Access to Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) <a href="#">List – Pertinent Authorities</a>	\$0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Clean Air/Water Pollution Control</a>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Contract Work Hours and Safety Standards</a>	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Copeland Anti-Kickback</a>	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Davis Bacon Requirements</a>	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
<a href="#">Debarment and Suspension</a>	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
<a href="#">Disadvantaged Business Enterprise</a>	\$ 250,000	REQD	REQD	REQD	REQD	REQD	n/a
<a href="#">Distracted Driving</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Domestic Preferences for Procurements</a>	\$0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Equal Employment Opportunity</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) <a href="#">EEO Contract Clause</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) <a href="#">EEO Specification</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Federal Fair Labor Standards Act</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
<a href="#">Foreign Trade Restriction</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
<a href="#">Lobbying Federal Employees</a>	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Occupational Safety and Health Act</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</a>	\$0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition of Segregated Facilities</a>	\$0	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Recovered Materials</a>	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
<a href="#">Right to Inventions</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Seismic Safety</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Tax Delinquency and Felony Conviction</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Termination of Contract</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Veteran's Preference</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a



# Master Professional Service Agreement (Aviation Services - Engineering)

**THIS MASTER PROFESSIONAL SERVICES AGREEMENT**, is entered on \_\_\_\_ day of \_\_\_\_\_, 2023, between Woolpert, Inc., 35 South 400 West, Suite 200, St. George, UT 84770 ("Engineer") and the Town of Colorado City, AZ ("Sponsor"), and intends to describe Woolpert's Professional Services ("Services") to be furnished under mutually executed task orders issued under this Agreement ("Task Orders"). Woolpert was awarded this Master Professional Services Agreement as a result of the Client solicitation dated February 15, 2023, which includes the following projects:

- Reconstruct T-Hangar Pavement
- Install Perimeter Fence Skirting
- Taxiway(s) to Runway 11-29
- Taxiway Lighting runway 11-29
- Upgrade Lighting on Runway 02-20
- Design & Construct water, sewer, fire protection and electrical systems for corporate hangers
- Taxiway and lighting Runway 02
- Design and construct taxiway lighting for Runway 20
- Runway End Identification Lighting System (REILS) for runways 02 & 20
- Design and construct new ramp and tiedown area
- Design and construct new terminal building with parking, lighting, access roads and other access considerations
- Design and construct hangers and aircraft shade facilities in new terminal area
- Design and construct runway 29/11 extension and associated taxiways, fencing & lighting

1. **Scope:** Woolpert and Client agree the intended scope of service shall be as set forth in each Task Order for each separate project ("Project"), which will always intend to reference and incorporate this Agreement and are hereby incorporated by reference. The Task Orders may be supplemented from time to time by separate addendums to such Task Orders. A sample Task Order is attached as Attachment A, which is hereby incorporated by reference. Woolpert and Client acknowledge that project change is typical, for one reason or another. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with a negotiated lump sum or, if applicable, a labor schedule included within a Task Order.

2. **Schedule/Term:** The Date of commencement and completion for Services provided shall be set forth in a Task Order for each specific Project. Client acknowledges that Woolpert has developed and proposed a specific plan and fee to furnish and complete its scope of professional services based on the schedule in the Task Order. Woolpert shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of Woolpert or similar delays experienced by its subconsultants. Client understands that modifications to a Project's schedule by Client or reasons beyond the reasonable control of Woolpert may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve. This Agreement shall remain in effect for up to 5 years with yearly renewals or, with respect to any Task Order issued prior to expiration of such period, for the schedule specified in the Task Order for completion of the Services, or as may further be amended in a writing signed by the parties.

3. **Fees:** Client agrees the total compensation due Woolpert for its professional service shall be as set forth in the specific Task Order. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other Project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.

For performance of Services included in each "Lump Sum" Task Order, which shall be defined and delineated in advance, payment to Woolpert will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease except as noted otherwise herein. In that event, the lump sum would be subject to re-negotiation, and Woolpert will prepare and submit an Addendum for Client's approval.

For performance of Services described in each "Cost-Plus-a-Fixed-Fee" Task Order, the Client shall reimburse Woolpert for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

The rates are identified on Attachment B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by Woolpert.

Task Orders with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

- 1) Woolpert must alert the Client when Woolpert's cumulative costs approach the upper limit.
- 2) The Client and Woolpert should assess whether the remaining work effort can be completed within the remaining contract limits.
- 3) Woolpert must obtain Client's approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional construction phase services to be performed by Woolpert; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

On occasion, Woolpert is called upon to continue construction phase services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of Woolpert. In this instance Woolpert must be reimbursed for services in excess of the specified period of time agreed upon in each Task Order at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Woolpert construction phase services that result from contractor caused construction delays will be included by Client in the liquidated damages established for construction contracts.

**Expenses.** Client shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state, or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the Project. These costs are not included in the compensation to be paid to Woolpert.

For the purposes of estimating, the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing, mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

**4. Instruments of Services/Ownership:** Drawings, specifications, documents, software, and data prepared or collected by Woolpert are instruments of services and may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert maintains ownership of any pre-existing intellectual property rights that may be incorporated into deliverables and will have independent ownership rights to reuse the items for other projects, although Client shall receive a non-exclusive, non-transferrable, limited license to use the standard or proprietary details, specifications, or documentation in connection with the documents as a whole. Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor. If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's deliverables without first obtaining Woolpert's written consent or uses electronic files provided by Woolpert, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

**5. Standard of Care:** Woolpert shall perform the Services in accordance with that degree of care ordinarily exercised by members of the same profession. Client agrees that neither Woolpert nor anyone for whom it is responsible, has offered or will offer Client any fiduciary service and no fiduciary responsibility shall be owed. Woolpert disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

**6. Client Representations:** Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client represents that Woolpert shall be entitled to rely upon information provided by Client or its other consultants and Woolpert shall not be liable in the event that erroneous information is supplied by the Client or its other consultants, and Woolpert subsequently relies upon and incorporates such information in the performance of its services or any deliverable.

**7. Termination/Suspension:** Woolpert may terminate this Agreement for convenience upon thirty (30) days prior written notice to Client without penalty or liability. In the event of Client's failure to make payments or substantially perform its obligations under this Agreement Woolpert may suspend services or terminate this Agreement, without penalty or liability, upon seven days prior written notice and failure of the Client to cure the default within the seven day period. In the event of any termination, Woolpert shall be paid for all services performed through the date of termination. If it is later determined that any termination for failure of the Client to make payments or substantially perform its obligations was excusable, the termination shall be deemed to be a termination for convenience.

**8. Site Safety:** If the Services include activities on a Project site or design services, Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

9. **Hazardous Materials:** Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold or asbestos.

10. **Insurance:** Woolpert agrees to maintain insurance coverage as set forth herein. Should Client require insurance coverage beyond the limits maintained by Woolpert, Client shall be responsible for the increased costs to procure such insurance.

- (a) Workers Compensation: statutory
- (a) Commercial General Liability: \$1,000,000/\$2,000,000 per occurrence/aggregate;
- (c) Automobile Liability: \$1,000,000 combined single limit bodily injury/property damage each accident; and
- (b) Professional Liability: \$2,000,000/\$2,000,000 per claim/ aggregate

11. **Duty to Notify:** Woolpert and Client agree to timely identify and disclose to the other all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible. Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

12. **Limitation of Liability:** Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage arising out of this Agreement, which shall include, without limitation, loss of use or profits. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement. Client agrees to limit Woolpert's liability for each Task Order with respect to any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs to Woolpert's fee, or One Hundred Thousand Dollars, whichever is greater.

13. **Section 163:** The FAA's federal action is limited to airport layout plan (ALP) approval of only those portions of projects that meet the criteria established in 49 U.S.C. §47107(a)(16)(B), commonly referred to as Section 163(d) of the FAA Reauthorization Act of 2018. If it is determined that the FAA does not have authority over a portion of the project and associated work completed ahead of the determination is no longer FAA eligible, the Client will remain responsible for this portion of the work.

14. **FAA Provisions:** All services performed shall be in conformance with applicable rules and regulations of the FAA including the mandatory federal contract provisions as outlined in Attachment C for professional contracts as provided on:

[https://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions](https://www.faa.gov/airports/aip/procurement/federal_contract_provisions)

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government. Any revisions to these Federal Provisions after the date of execution of this Agreement that results in a change of responsibilities or scope of services shall entitle Woolpert to an equitable adjustment in compensation.

15. **Headings:** Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

16. **Choice of Law/Venue:** This Agreement is to be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction located within Mohave County, Arizona.

17. **Entirety of Agreement:** This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

**IN WITNESS WHEREOF,** this Agreement is accepted as of the date first written above.

**Town of Coloardo City, AZ:**

**Woolpert, Inc.:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Name: Jason Virzi, PE

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

Title: Vice President



## Attachment A: Sample Task Order

Task Order to Master Professional Services Agreement between Woolpert, Inc. and \_\_\_\_\_

Task Order # \_\_\_\_\_

### Section 1. General

**THIS TASK ORDER**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Woolpert, Inc., whose address is \_\_\_\_\_, (hereinafter referred to as "Woolpert") and \_\_\_\_\_ ("Client"), provides for Services by Woolpert under the Master Professional Services Agreement dated insert date, such Services described under Section 2 of this Task Order.

- Woolpert Project Number: Insert if available
- Task Order Project Title: Insert if available

### Client's Representative

- Name:
- Address:
- Phone Number:
- Email address:

### Woolpert's Representative

- Name: Kirk Nielsen, P.E.
- Address: 35 South 400 West, Suite 200, St. George, UT 84770
- Phone Number: 435-574-5318
- Email address: [Kirk.Nielsen@woolpert.com](mailto:Kirk.Nielsen@woolpert.com)

### Section 2. Description of Services

The Services to be provided by Woolpert are identified in Exhibit A: Scope of Services to this Task Order, which is incorporated by this reference. **\*\*Developed at the time of Task Order\*\***

### Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services is identified in accordance with Exhibit B: Compensation of this Task Order, which is incorporated by this reference. **\*\*Developed at the time of Task Order\*\***

### Section 4. Schedule for Services

The commencement date of this Task Order shall be \_\_\_\_\_. The services set forth in this Task Order shall be completed no later than \_\_\_\_\_, unless terminated or extended as provided in the Master Professional Services Agreement or by mutual agreement in writing.

**IN WITNESS WHEREOF**, this Task Order, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Master Professional Services Agreement, is accepted as of the date first written above.

#### Town of Colorado City, AZ:

Signed: \_\_\_\_\_

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

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

#### Woolpert, Inc.:

Signed: \_\_\_\_\_

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

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



## Attachment B: Rate

Rate Table			
Title	2023 Standard / Lump Sum Rate	2023 Blended CPFF Rate	
Market Director	\$ 325.00	\$ 100.00	
Sales Director	\$ 325.00	\$ 100.00	
Practice Operations Leader	\$ 305.00	\$ 100.00	
Practice Ldr I	\$ 305.00	\$ 100.00	
Prgm Dir II	\$ 300.00	\$ 100.00	
Prgm Dir I	\$ 260.00	\$ 76.00	
Consultant II	\$ 300.00	\$ 100.00	
Consultant I	\$ 275.00	\$ 81.00	
Planner Project Mgr IV	\$ 280.00	\$ 82.00	
Planner III	\$ 240.00	\$ 71.00	
Planner II	\$ 190.00	\$ 56.00	
Planner I	\$ 155.00	\$ 46.00	
Engineer Project Mgr IV	\$ 275.00	\$ 81.00	
Engineer Project Mgr III	\$ 230.00	\$ 68.00	
Engineer Project Mgr II	\$ 180.00	\$ 53.00	
Engineer Project Mgr I	\$ 170.00	\$ 50.00	
Engineer III	\$ 255.00	\$ 75.00	
Engineer II	\$ 180.00	\$ 53.00	
Engineer I	\$ 160.00	\$ 47.00	
Eng Designer III	\$ 215.00	\$ 63.00	
Eng Designer II	\$ 175.00	\$ 51.00	
Eng Designer I	\$ 145.00	\$ 43.00	
Engineer in Training II	\$ 160.00	\$ 47.00	
Engineer in Training I	\$ 145.00	\$ 43.00	
Engineering Techn III	\$ 145.00	\$ 43.00	
Engineering Techn II	\$ 130.00	\$ 38.00	
Engineering Techn I	\$ 110.00	\$ 32.00	
Construction Manager IV	\$ 230.00	\$ 68.00	
Construction Manager III	\$ 200.00	\$ 59.00	
Construction Manager II	\$ 170.00	\$ 50.00	
Construction Manager I	\$ 145.00	\$ 43.00	
Arch Project Mgr IV	\$ 285.00	\$ 84.00	
Arch Project Mgr III	\$ 230.00	\$ 68.00	
Arch Project Mgr II	\$ 210.00	\$ 62.00	
Arch Project Mgr I	\$ 200.00	\$ 59.00	
Architect II	\$ 200.00	\$ 59.00	
Architectural Designer II	\$ 180.00	\$ 53.00	
Architectural Designer I	\$ 140.00	\$ 41.00	
Geospatial Project Mgr IV	\$ 275.00	\$ 81.00	
Geospatial Project Mgr III	\$ 230.00	\$ 68.00	
Geospatial Project Mgr II	\$ 195.00	\$ 57.00	
Geospatial Project Mgr I	\$ 165.00	\$ 49.00	
Geospatial Phase Mgr III	\$ 155.00	\$ 46.00	
Geospatial Phase Mgr II	\$ 140.00	\$ 41.00	
Geospatial Phase Mgr I	\$ 130.00	\$ 38.00	
Geospatial Specialist III	\$ 140.00	\$ 42.00	
Geospatial Specialist II	\$ 130.00	\$ 38.00	
Geospatial Specialist I	\$ 110.00	\$ 32.00	
Geospatial Team Leader I	\$ 140.00	\$ 42.00	
Geospatial Technician IV	\$ 135.00	\$ 40.00	
Geospatial Technician III	\$ 105.00	\$ 32.00	
Geospatial Technician II	\$ 100.00	\$ 30.00	
Geospatial Technician I	\$ 95.00	\$ 28.00	

Title	2023 Standard / Lump Sum Rate	2023 Blended CPFF Rate
Surveyor III (Crew Chief)	\$ 180.00	\$ 53.00
Surveyor II (Crew Chief)	\$ 150.00	\$ 44.00
Surveyor I (Crew Chief)	\$ 125.00	\$ 37.00
Survey Field Tech III	\$ 120.00	\$ 35.00
Survey Field Tech II	\$ 110.00	\$ 32.00
Survey Field Tech I	\$ 90.00	\$ 26.00
Survey Office Tech IV	\$ 115.00	\$ 34.00
Survey Office Tech III	\$ 100.00	\$ 30.00
Survey Office Tech II	\$ 85.00	\$ 25.00
Survey Office Tech I	\$ 80.00	\$ 24.00
Quality Control Manager	\$ 255.00	\$ 75.00
Grants Administrator I	\$ 125.00	\$ 37.00
Sales Coordinator	\$ 295.00	\$ 87.00
Technical Writer I	\$ 125.00	\$ 37.00
Graphic Artist I	\$ 125.00	\$ 37.00
Project Coordinator TL	\$ 135.00	\$ 40.00
Project Coordinator II	\$ 135.00	\$ 40.00
Project Coordinator I	\$ 115.00	\$ 34.00
Billing Analyst Team Lead II	\$ 155.00	\$ 46.00
Project Billing Analyst II	\$ 105.00	\$ 31.00
Project Billing Analyst I	\$ 105.00	\$ 31.00
Intern	\$ 90.00	\$ 26.00
Expenses		
Lodging	\$ 115.00 plus tax	
Per Diem	\$ 59.00	
Vehicle	\$ 85.00	
Mileage	\$ 0.655	



## Attachment C: FAA Provisions

**Table 1 – Applicability of Provisions**

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
<a href="#">Access to Records and Reports</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Affirmative Action Requirement</a>	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
<a href="#">Breach of Contract</a>	\$250,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Buy American Preferences</a>	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) <a href="#">Buy American Statement</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) <a href="#">Construction</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) <a href="#">Equipment/Building Projects</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
<a href="#">Civil Rights – General</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Civil Rights - Title VI Assurances</a>	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) <a href="#">Notice - Solicitation</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) <a href="#">Clause - Contracts</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) <a href="#">Clause – Transfer of U.S. Property</a>	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) <a href="#">Clause – Transfer of Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) <a href="#">Clause - Construct/Use/Access to Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) <a href="#">List – Pertinent Authorities</a>	\$0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Clean Air/Water Pollution Control</a>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Contract Work Hours and Safety Standards</a>	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Copeland Anti-Kickback</a>	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Davis Bacon Requirements</a>	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
<a href="#">Debarment and Suspension</a>	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
<a href="#">Disadvantaged Business Enterprise</a>	\$ 250,000	REQD	REQD	REQD	REQD	REQD	n/a
<a href="#">Distracted Driving</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Domestic Preferences for Procurements</a>	\$0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Equal Employment Opportunity</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) <a href="#">EEO Contract Clause</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) <a href="#">EEO Specification</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Federal Fair Labor Standards Act</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
<a href="#">Foreign Trade Restriction</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
<a href="#">Lobbying Federal Employees</a>	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Occupational Safety and Health Act</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</a>	\$0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition of Segregated Facilities</a>	\$0	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Recovered Materials</a>	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
<a href="#">Right to Inventions</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Seismic Safety</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Tax Delinquency and Felony Conviction</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Termination of Contract</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Veteran's Preference</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a



**ORDINANCE NO. 2023-15**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, ADOPTING AMENDMENTS TO THE TOWN OF COLORADO CITY TAX CODE**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA,** as follows:

**Section 1:** That certain document known as “Town Code Title III, Chapter 34, Tax Code,” three copies of which are on file in the office of the Town Clerk, shall be amended to read as follows:

***§ 12-462 Food for Home Consumption***

- (a) The tax rate shall be at an amount equal to three percent (3%) of the gross income from the business activity upon every person engaging or continuing in the business of selling food for home consumption at retail.

***§ 12-610 Use Tax***

- (a) The tax rate shall be at an amount equal to three percent (3%) of the cost of tangible personal property acquired from a retailer, upon every person storing or using such property in this Town.

**Section 2:** If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of these amendments to the Tax Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**Section 3:** The provisions of this ordinance and the public record adopted herein shall be effective from and after September 1, 2023.

**PASSED AND ADOPTED** by the Town Council of Colorado City, Arizona this \_\_\_<sup>th</sup> day of July 2023.

**ATTEST:**

**TOWN OF COLORADO CITY**

\_\_\_\_\_  
Rosie White, Town Clerk

\_\_\_\_\_  
Howard Ream, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden, P.L.L.C.  
Town Attorney

TOWN OF COLORADO CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
10-31-100	STATE SALES TAX	37,253.82	396,035.34	354,688.00	( 41,347.34)	111.7
10-31-200	LOCAL SALES TAX	90,137.09	1,250,537.17	1,300,000.00	49,462.83	96.2
10-31-300	VEHICLE LICENSES TAXES	19,497.14	202,233.53	220,812.00	18,578.47	91.6
	<b>TOTAL TAXES</b>	<b>146,888.05</b>	<b>1,848,806.04</b>	<b>1,875,500.00</b>	<b>26,693.96</b>	<b>98.6</b>
	<u>LICENSES AND PERMITS</u>					
10-32-100	BUSINESS LICENSES	21.00	2,745.00	3,000.00	255.00	91.5
10-32-200	BUILDING PERMITS	9,975.00	161,302.68	100,000.00	( 61,302.68)	161.3
10-32-300	DOG LICENSES	50.00	695.00	800.00	105.00	86.9
	<b>TOTAL LICENSES AND PERMITS</b>	<b>10,046.00</b>	<b>164,742.68</b>	<b>103,800.00</b>	<b>( 60,942.68)</b>	<b>158.7</b>
	<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-400	URS (VOTER APPROVED LOCAL REV	39,837.33	478,047.96	478,276.00	228.04	100.0
10-33-500	HILDALE POLICE IGA	22,972.63	270,226.30	275,672.00	5,445.70	98.0
10-33-550	HILDALE DISPATCH IGA	9,428.00	99,680.00	113,134.00	13,454.00	88.1
10-33-555	SCHOOL DISTRICT IGA	.00	.00	5,000.00	5,000.00	.0
10-33-700	FIRE DISTRICT IGA	.00	149,431.20	156,356.00	6,924.80	95.6
	<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>72,237.96</b>	<b>997,385.46</b>	<b>1,028,438.00</b>	<b>31,052.54</b>	<b>97.0</b>
	<u>CHARGES FOR SERVICES</u>					
10-34-100	CHARGES FOR SERVICES	4,018.67	73,369.42	60,000.00	( 13,369.42)	122.3
10-34-200	LEASE REVENUE	5,700.00	54,210.48	60,000.00	5,789.52	90.4
	<b>TOTAL CHARGES FOR SERVICES</b>	<b>9,718.67</b>	<b>127,579.90</b>	<b>120,000.00</b>	<b>( 7,579.90)</b>	<b>106.3</b>
	<u>FINES AND FORFEITURES</u>					
10-35-100	FINES AND FORFEITURES	3,611.77	29,789.68	30,000.00	210.32	99.3
10-35-200	LOCAL COURT ENHANCEMENT FUND	170.00	2,394.11	1,500.00	( 894.11)	159.6
	<b>TOTAL FINES AND FORFEITURES</b>	<b>3,781.77</b>	<b>32,183.79</b>	<b>31,500.00</b>	<b>( 683.79)</b>	<b>102.2</b>

TOWN OF COLORADO CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SUNDRY REVENUES</u>					
10-38-100	INTEREST	.00	64,002.05	5,000.00	( 59,002.05)	1280.0
10-38-400	INSURANCE FROM ISF	3,311.79	50,041.97	64,000.00	13,958.03	78.2
10-38-450	RMF FROM ENTERPRISE FUNDS	889.41	8,923.14	10,712.50	1,789.36	83.3
10-38-455	TUITION REIMBURSEMENT FUND	889.41	8,004.39	10,712.50	2,708.11	74.7
10-38-600	COIRC FROM ENTERPRISE FUNDS	1,959.92	32,050.81	25,906.00	( 6,144.81)	123.7
10-38-900	MISCELLANEOUS	35,248.93	69,431.15	50,000.00	( 19,431.15)	138.9
	<u>TOTAL SUNDRY REVENUES</u>	<u>42,299.46</u>	<u>232,453.51</u>	<u>166,331.00</u>	<u>( 66,122.51)</u>	<u>139.8</u>
	<u>CONTRIBUTIONS AND TRANSFERS</u>					
10-39-100	CONTRIBUTIONS	.00	5.00	5,000.00	4,995.00	.1
	<u>TOTAL CONTRIBUTIONS AND TRANSFERS</u>	<u>.00</u>	<u>5.00</u>	<u>5,000.00</u>	<u>4,995.00</u>	<u>.1</u>
	<u>TOTAL FUND REVENUE</u>	<u>284,971.91</u>	<u>3,403,156.38</u>	<u>3,330,569.00</u>	<u>( 72,587.38)</u>	<u>102.2</u>

TOWN OF COLORADO CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
10-43-110 SALARIES AND WAGES	24,574.72	318,325.00	322,402.00	4,077.00	98.7
10-43-130 EMPLOYEE BENEFITS	5,205.78	77,911.06	80,033.00	2,121.94	97.4
10-43-210 LEGAL	6,442.76	34,858.65	37,000.00	2,141.35	94.2
10-43-215 PROFESSIONAL SERVICES	7,433.18	72,693.99	72,000.00	( 693.99)	101.0
10-43-240 SUPPLIES	2,619.91	25,568.93	25,226.00	( 342.93)	101.4
10-43-310 LICENSES AND MISC FEES	3,859.05	54,648.32	55,500.00	851.68	98.5
10-43-330 PRINTING AND POSTAGE	227.61	3,457.37	5,000.00	1,542.63	69.2
10-43-350 INSURANCE	.00	64,167.80	75,000.00	10,832.20	85.6
10-43-355 RISK MANAGEMENT FUND	.00	10,514.69	14,327.00	3,812.31	73.4
10-43-360 TUITION REIMBURSEMENT FUND	.00	.00	14,327.00	14,327.00	.0
10-43-400 TRAVEL AND TRAINING	3,128.38	29,305.48	29,500.00	194.52	99.3
10-43-450 INTEREST COSTS	.00	( 5.39)	200.00	205.39	( 2.7)
10-43-480 USE TAXES	111.28	20,130.87	22,000.00	1,869.13	91.5
10-43-500 VEHICLE/EQUIP RENTAL & LEASE	7,500.00	7,500.00	7,500.00	.00	100.0
10-43-520 FUEL AND OIL	.00	4,642.49	6,000.00	1,357.51	77.4
10-43-530 UTILITIES	1,925.25	25,538.20	26,000.00	461.80	98.2
10-43-550 TELEPHONE	817.87	13,037.55	15,000.00	1,962.45	86.9
10-43-570 COMMUNITY ENGAGEMENT	130.75	12,958.92	15,000.00	2,041.08	86.4
10-43-600 EQUIPMENT REPAIR AND MAINT	192.85	3,073.94	5,500.00	2,426.06	55.9
10-43-640 BUILDING & GROUNDS MAINTENANCE	4,597.67	9,265.90	10,000.00	734.10	92.7
10-43-740 EQUIPMENT PURCHASES	729.23	9,421.96	10,000.00	578.04	94.2
10-43-800 TRANSFERS TO DEBT SERVICE	.00	18,264.20	18,264.00	( .20)	100.0
TOTAL ADMINISTRATIVE	69,496.29	815,279.93	865,779.00	50,499.07	94.2
<u>BUILDING DEPARTMENT</u>					
10-51-110 SALARIES AND WAGES	4,252.76	51,612.25	56,049.00	4,436.75	92.1
10-51-130 EMPLOYEE BENEFITS	1,001.72	13,567.54	14,821.00	1,253.46	91.5
10-51-215 PROFESSIONAL SERVICES	.00	10,344.50	15,000.00	4,655.50	69.0
10-51-240 SUPPLIES	4.12	516.29	600.00	83.71	86.1
10-51-310 LICENSES & MISC. FEES	.00	870.00	2,000.00	1,130.00	43.5
10-51-330 PRINTING AND POSTAGE	359.65	1,461.68	1,300.00	( 161.68)	112.4
10-51-400 TRAVEL AND TRAINING	185.00	3,534.91	5,932.00	2,397.09	59.6
10-51-520 FUEL AND OIL	.00	888.04	1,000.00	111.96	88.8
10-51-540 TOOLS AND SMALL EQUIPMENT	.00	154.77	250.00	95.23	61.9
10-51-550 TELEPHONE	168.16	3,619.30	4,000.00	380.70	90.5
10-51-600 EQUIPMENT REPAIR AND MAINT	.00	1,432.19	2,000.00	567.81	71.6
10-51-740 EQUIPMENT PURCHASES	.00	5,594.91	6,200.00	605.09	90.2
10-51-800 TRANSFERS TO DEBT SERVICE	.00	18,264.16	18,264.00	( .16)	100.0
TOTAL BUILDING DEPARTMENT	5,971.41	111,860.54	127,416.00	15,555.46	87.8

TOWN OF COLORADO CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LAW ENFORCEMENT</u>					
10-54-110	SALARIES AND WAGES	48,772.00	645,952.62	658,242.00	12,289.38	98.1
10-54-130	EMPLOYEE BENEFITS	13,481.60	155,457.39	155,618.00	160.61	99.9
10-54-215	PROFESSIONAL SERVICES	4,104.16	19,596.83	17,000.00	( 2,596.83)	115.3
10-54-230	K-9	80.01	4,380.71	5,500.00	1,119.29	79.7
10-54-240	SUPPLIES	1,800.46	13,314.26	14,672.00	1,357.74	90.8
10-54-250	UNIFORMS AND ACCESSORIES	564.88	9,143.84	9,600.00	456.16	95.3
10-54-330	PRINTING AND POSTAGE	138.86	600.71	600.00	( .71)	100.1
10-54-400	TRAVEL AND TRAINING	2,015.51	25,559.71	27,000.00	1,440.29	94.7
10-54-510	ANIMAL CONTROL	64.00	336.88	1,500.00	1,163.12	22.5
10-54-520	FUEL AND OIL	82.48	38,116.68	42,796.00	4,679.32	89.1
10-54-530	UTILITIES	259.83	20,713.45	22,400.00	1,686.55	92.5
10-54-550	TELEPHONE	2,315.37	12,668.22	11,500.00	( 1,168.22)	110.2
10-54-600	EQUIPMENT REPAIR AND MAINT	212.87	31,084.85	35,000.00	3,915.15	88.8
10-54-640	BUILDING & GROUNDS MAINTENANCE	.00	2,506.47	5,000.00	2,493.53	50.1
10-54-740	EQUIPMENT PURCHASES	( 2,500.51)	27,976.89	35,000.00	7,023.11	79.9
10-54-800	TRANSFERS TO DEBT SERVICE	.00	76,022.01	76,235.00	212.99	99.7
	<u>TOTAL LAW ENFORCEMENT</u>	<u>71,391.52</u>	<u>1,083,431.52</u>	<u>1,117,663.00</u>	<u>34,231.48</u>	<u>96.9</u>
	<u>MAGISTRATE COURT</u>					
10-55-110	SALARIES AND WAGES	1,411.74	18,352.62	18,553.00	200.38	98.9
10-55-130	EMPLOYEE BENEFITS	111.52	1,449.76	1,465.00	15.24	99.0
10-55-210	LEGAL	.00	29,735.39	35,000.00	5,264.61	85.0
10-55-215	PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
10-55-240	SUPPLIES	.00	.00	300.00	300.00	.0
10-55-420	JAIL AND INDIGENT COUNCIL	1,050.63	14,316.00	15,000.00	684.00	95.4
10-55-490	CONSOLIDATED COURT IGA	3,790.50	73,721.39	77,000.00	3,278.61	95.7
10-55-740	COURT ENHANCEMENT PROJECT	.00	.00	28,190.00	28,190.00	.0
	<u>TOTAL MAGISTRATE COURT</u>	<u>6,364.39</u>	<u>137,575.16</u>	<u>176,008.00</u>	<u>38,432.84</u>	<u>78.2</u>

TOWN OF COLORADO CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DISPATCH</u>						
10-57-110	SALARIES AND WAGES	26,029.07	345,183.81	359,137.00	13,953.19	96.1
10-57-130	EMPLOYEE BENEFITS	4,209.26	61,331.94	68,612.00	7,280.06	89.4
10-57-215	PROFESSIONAL SERVICES	1,311.89	16,695.98	15,417.00	( 1,278.98)	108.3
10-57-240	SUPPLIES	.00	2,078.08	2,720.00	641.92	76.4
10-57-250	UNIFORMS AND ACCESSORIES	.00	1,019.40	2,000.00	980.60	51.0
10-57-330	PRINTING AND POSTAGE	.00	2.94	300.00	297.06	1.0
10-57-400	TRAVEL AND TRAINING	287.00	10,462.20	12,000.00	1,537.80	87.2
10-57-550	TELEPHONE	132.20	4,185.26	4,500.00	314.74	93.0
10-57-570	GIS/MAPPING PROGRAM	.00	1,654.00	2,500.00	846.00	66.2
10-57-580	CAD PROGRAM	.00	1,998.83	6,000.00	4,001.17	33.3
10-57-600	EQUIPMENT REPAIR AND MAINT	.00	2,712.24	7,500.00	4,787.76	36.2
10-57-740	EQUIPMENT PURCHASES	.00	5,465.82	10,000.00	4,534.18	54.7
TOTAL DISPATCH		31,969.42	452,790.50	490,686.00	37,895.50	92.3
<u>PARKS AND RECREATION</u>						
10-70-110	SALARIES AND WAGES	5,299.04	43,208.52	47,185.00	3,976.48	91.6
10-70-130	EMPLOYEE BENEFITS	1,083.11	9,708.00	10,068.00	360.00	96.4
10-70-215	PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
10-70-240	SUPPLIES	2,054.52	6,267.75	4,779.00	( 1,488.75)	131.2
10-70-400	TRAVEL AND TRAINING	75.00	260.46	500.00	239.54	52.1
10-70-500	EQUIPMENT RENTAL AND LEASE	.00	150.00	500.00	350.00	30.0
10-70-520	FUEL AND OIL	79.75	1,457.42	2,000.00	542.58	72.9
10-70-530	UTILITIES	850.90	13,739.96	15,000.00	1,260.04	91.6
10-70-540	TOOLS AND SMALL EQUIPMENT	100.62	2,788.28	3,000.00	211.72	92.9
10-70-600	EQUIPMENT REPAIR AND MAINT	832.30	1,321.33	1,000.00	( 321.33)	132.1
10-70-640	BUILDING & GROUNDS MAINTENANCE	1,829.68	10,915.86	10,000.00	( 915.86)	109.2
10-70-740	EQUIPMENT PURCHASES	.00	2,870.92	5,000.00	2,129.08	57.4
10-70-750	CAPITAL IMPROVEMENTS	.00	4,753.05	5,200.00	446.95	91.4
TOTAL PARKS AND RECREATION		12,204.92	97,441.55	104,732.00	7,290.45	93.0

TOWN OF COLORADO CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>AIRPORT</u>					
10-72-110 SALARIES AND WAGES	600.00	6,600.00	7,738.00	1,138.00	85.3
10-72-130 EMPLOYEE BENEFITS	96.78	907.18	897.00	( 10.18)	101.1
10-72-200 AIRPORT MANAGER CONTRACT	9,600.00	57,600.00	57,600.00	.00	100.0
10-72-240 SUPPLIES	216.11	3,010.94	3,100.00	89.06	97.1
10-72-250 PROFESSIONAL\ENGINEERING	.00	4,623.71	6,000.00	1,376.29	77.1
10-72-310 LICENSES & MISC FEES	95.00	4,753.22	5,700.00	946.78	83.4
10-72-350 INSURANCE	.00	3,600.00	4,000.00	400.00	90.0
10-72-400 TRAVEL AND TRAINING	530.34	5,667.24	5,700.00	32.76	99.4
10-72-520 FUEL AND OIL	.00	22.09	1,800.00	1,777.91	1.2
10-72-530 UTILITIES	906.13	11,184.53	15,000.00	3,815.47	74.6
10-72-550 TELEPHONE	42.44	652.18	1,500.00	847.82	43.5
10-72-600 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-72-640 BUILDING & GROUNDS MAINTENANCE	435.32	1,430.83	3,000.00	1,569.17	47.7
10-72-740 EQUIPMENT PURCHASES	.00	5,863.93	10,000.00	4,136.07	58.6
10-72-750 CAPITAL IMPROVEMENTS	.00	10,230.00	30,000.00	19,770.00	34.1
TOTAL AIRPORT	12,522.12	116,145.85	153,035.00	36,889.15	75.9
<u>COMMUNITY DEVELOPMENT</u>					
10-78-210 ECONOMIC DEVELOPMENT	.00	.00	1,000.00	1,000.00	.0
10-78-300 INDUSTRIAL PARK IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
10-78-490 CAPITAL IMPROVEMENT PROJECTS	210,633.44	705,855.33	790,000.00	84,144.67	89.4
10-78-700 PUBLIC WORKS SPECIAL PROJECTS	.00	8,850.00	10,000.00	1,150.00	88.5
10-78-710 CONTINGENCIES	.00	66,415.89	100,000.00	33,584.11	66.4
10-78-720 COURT OVERSIGHT CONTINGENCY	8,567.67	81,883.59	83,100.00	1,216.41	98.5
10-78-730 RISK MANAGEMENT CONTINGENCY	154,425.00	154,425.00	100,000.00	( 54,425.00)	154.4
TOTAL COMMUNITY DEVELOPMENT	373,626.11	1,017,429.81	1,089,100.00	71,670.19	93.4
TOTAL FUND EXPENDITURES	583,546.18	3,831,954.86	4,124,419.00	292,464.14	92.9
NET REVENUE OVER EXPENDITURES	( 298,574.27)	( 428,798.48)	( 793,850.00)	( 365,051.52)	( 54.0)

TOWN OF COLORADO CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING JUNE 30, 2023

HIGHWAY USERS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INTERGOVERNMENTAL REVENUE</u>					
20-33-400	HIGHWAY USER REVENUE FUND	20,539.85	247,686.90	294,236.00	46,549.10	84.2
20-33-500	SPECIAL PROJECTS	.00	15,200.00	60,000.00	44,800.00	25.3
	TOTAL INTERGOVERNMENTAL REVENUE	20,539.85	262,886.90	354,236.00	91,349.10	74.2
	TOTAL FUND REVENUE	20,539.85	262,886.90	354,236.00	91,349.10	74.2



TOWN OF COLORADO CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING JUNE 30, 2023

HIGHWAY USERS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS &amp; ROADS EXPENDITURES</u>					
20-60-110 SALARIES AND WAGES	16,076.07	223,966.11	251,401.00	27,434.89	89.1
20-60-130 EMPLOYEE BENEFITS	4,476.98	65,805.67	75,569.00	9,763.33	87.1
20-60-240 SUPPLIES	860.77	15,793.03	17,682.00	1,888.97	89.3
20-60-250 PROFESSIONAL\ENGINEERING	43.42	2,822.66	5,000.00	2,177.34	56.5
20-60-280 ROAD MATERIALS/PAVING	25,516.20	64,415.27	68,000.00	3,584.73	94.7
20-60-310 LICENSES AND MISC FEES	24.99	8,272.97	10,000.00	1,727.03	82.7
20-60-400 TRAVEL AND TRAINING	.00	5,374.44	8,000.00	2,625.56	67.2
20-60-500 EQUIPMENT RENTAL & LEASE	.00	49.00	2,000.00	1,951.00	2.5
20-60-520 FUEL AND OIL	.00	53,515.15	65,000.00	11,484.85	82.3
20-60-530 UTILITIES	2,801.91	32,939.46	36,000.00	3,060.54	91.5
20-60-535 STREET LIGHTS	689.81	7,483.73	7,500.00	16.27	99.8
20-60-540 TOOLS AND SMALL EQUIPMENT	1,001.91	6,970.03	6,600.00	( 370.03)	105.6
20-60-550 TELEPHONE	171.04	1,476.06	1,500.00	23.94	98.4
20-60-600 EQUIPMENT REPAIR AND MAINT	9,414.91	62,203.93	58,000.00	( 4,203.93)	107.3
20-60-640 BUILDING & GROUNDS MAINTENANCE	2,454.40	6,054.67	10,000.00	3,945.33	60.6
20-60-740 EQUIPMENT PURCHASES	6,612.11	23,347.22	25,000.00	1,652.78	93.4
20-60-745 SPECIAL PROJECTS	.00	8,000.00	15,000.00	7,000.00	53.3
20-60-750 CAPITAL IMPROVEMENTS	.00	9,486.43	12,000.00	2,513.57	79.1
20-60-800 TRANSFERS TO DEBT SERVICE	.00	147,821.18	152,218.00	4,396.82	97.1
TOTAL STREETS & ROADS EXPENDITURES	70,144.52	745,797.01	826,470.00	80,672.99	90.2
TOTAL FUND EXPENDITURES	70,144.52	745,797.01	826,470.00	80,672.99	90.2
NET REVENUE OVER EXPENDITURES	( 49,604.67)	( 482,910.11)	( 472,234.00)	10,676.11	(102.3)

## Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>GENERAL FUND</b>							
<b>10-21350 TPT TAXES PAYABLE</b>							
218	AZ DEPT OF REVENUE/US	MAY-23B	SALES & TPT	06/20/2023	3,600.68	3,600.68	06/20/2023
<b>10-22500 HEALTH INSURANCE PAYABLE</b>							
1186	GUARDIAN LIFE INSURANCE C	07042023	Life, Dental, and Vision Insurance	07/04/2023	4,669.05	4,669.05	07/11/2023
1186	GUARDIAN LIFE INSURANCE C	JULY 2023	1 DENTAL/ LIFE INSURANCE	07/07/2023	4,699.05	4,699.05	07/07/2023
Total :					12,968.78	12,968.78	
<b>ADMINISTRATIVE</b>							
<b>10-43-210 LEGAL</b>							
1902	EMPOWER RETIREMENT	JUNE-100141	QUARTERLY PAYMENT	06/20/2023	485.26	485.26	07/03/2023
840	MANGUM, WALL STOOPS & WA	26-0390M-204	LEGAL	06/27/2023	832.50	832.50	07/07/2023
<b>10-43-215 Professional Services</b>							
120	ADVANCED NETWORK CONSUL	2675	ADMIN	06/26/2023	1,467.90	1,467.90	07/03/2023
120	ADVANCED NETWORK CONSUL	2677	ADMIN	06/27/2023	1,328.40	1,328.40	07/03/2023
120	ADVANCED NETWORK CONSUL	2679	ADMIN	06/27/2023	1,831.50	1,831.50	07/03/2023
120	ADVANCED NETWORK CONSUL	2681	ADMIN	06/27/2023	1,840.88	1,840.88	07/03/2023
120	ADVANCED NETWORK CONSUL	2683	ADMIN	06/27/2023	964.50	964.50	07/03/2023
<b>10-43-240 SUPPLIES</b>							
1712	BASIC AMERICAN SUPPLY	540453	1 SUPPLIES	06/14/2023	97.67	.00	
1712	BASIC AMERICAN SUPPLY	542298	1 SUPPLIES	06/21/2023	56.46	56.46	06/26/2023
1779	BLACK TIE PRESS	1246	Checks	06/09/2023	745.50	745.50	06/26/2023
1012	QUILL CORPORATION	328872633	SUPPLIES	06/06/2023	367.77	367.77	07/03/2023
1012	QUILL CORPORATION	32952486	SUPPLIES	06/12/2023	76.01	76.01	07/03/2023
1473	SG WATER STORE	158638	1 WATER DELIVERY SERVICE	06/12/2023	18.00	18.00	06/26/2023
1473	SG WATER STORE	159743	1 WATER DELIVERY SERVICE	06/26/2023	12.00	12.00	07/03/2023
1473	SG WATER STORE	161222	1 WATER DELIVERY SERVICE	07/11/2023	12.00	.00	
1623	US BANK CREDIT CARD	06292023(12)	Chair mats	06/29/2023	369.00	369.00	06/30/2023
1623	US BANK CREDIT CARD	06292023(2)	Card readers	06/29/2023	86.86	86.86	06/30/2023
1623	US BANK CREDIT CARD	06292023(26)	Cleaners (4 Gallons)	06/29/2023	73.97	73.97	06/30/2023
1623	US BANK CREDIT CARD	06292023(28)	engraver	06/29/2023	101.94	101.94	06/30/2023
1623	US BANK CREDIT CARD	06292023(29)	Cookware Set for Admin Kitchen	06/29/2023	242.87	242.87	06/30/2023
1623	US BANK CREDIT CARD	06292023(30)	supplies forthe Admin kitchen	06/29/2023	50.66	50.66	06/30/2023
1623	US BANK CREDIT CARD	06292023(36)	Cleaning supplies	06/29/2023	46.06	46.06	06/30/2023
1623	US BANK CREDIT CARD	06292023(37)	Restock Kitchen Supplies	06/29/2023	60.98	60.98	06/30/2023
1623	US BANK CREDIT CARD	06292023(41)	Furniture	06/29/2023	56.83	56.83	06/30/2023
1761	VIOLET DOCKSTADER	840434	SUPPLIES	07/06/2023	13.00	13.00	07/07/2023
<b>10-43-310 LICENSES AND MISC FEES</b>							
148	AMERICAN EXPRESS	JUNE2023(1)	LICENSES & MISC FEES	06/12/2023	45.00	45.00	06/26/2023
1899	BIGLEAF NETWORKS	INV51669	LICENSES & MISC FEES	06/13/2023	1,740.93	1,740.93	06/20/2023
2065	BLACK IVORY	JUNEREFUND	Vaccination Deposits Refund	06/20/2023	40.00	40.00	06/20/2023
390	CASELLE, INC.	125707	SUPPORT CHARGES	07/01/2023	662.00	662.00	07/07/2023
1962	INDUSTRIAL COMMISSION OF	INV-M23-00000	FY 2024 Municipal Firefighters Ca	07/05/2023	6,484.44	6,484.44	07/07/2023
820	LEAGUE ARIZONA CITIES & TO	FY 2023-2024	MEMBERSHIP DUES	07/03/2023	5,936.00	5,936.00	07/03/2023
1453	SHI	B16920574	Microsoft Office software	05/30/2023	1,241.01	1,241.01	07/03/2023
1623	US BANK CREDIT CARD	06292023(1)	mailboxes	06/29/2023	1,074.92	1,074.92	06/30/2023
1623	US BANK CREDIT CARD	06292023(32)	Audible Subscription	06/29/2023	16.24	16.24	06/30/2023
1623	US BANK CREDIT CARD	06292023(8)	ACMA Membership FY2024	06/29/2023	240.00	240.00	06/30/2023
1623	US BANK CREDIT CARD	07112023(5)	Auto- replenishment deposit	06/26/2023	30.00	.00	
<b>10-43-330 PRINTING AND POSTAGE</b>							
2070	ELITE CARD PAYMENT CENTER	06282023(28)	Postage	06/28/2023	5.50	5.50	06/29/2023
2068	FedEx	8-163-60353	Mailing Services	06/15/2023	222.11	222.11	07/03/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1623	US BANK CREDIT CARD	07112023(14)	Shipping and Tax	06/26/2023	126.50	.00	
<b>10-43-350 INSURANCE</b>							
102	A M R R P	40006627-070	POLICY RENEWAL	07/26/2023	33,293.30	33,293.30	07/07/2023
<b>10-43-400 TRAVEL AND TRAINING</b>							
148	AMERICAN EXPRESS	JUNE2023(1)	Travel & Training	06/12/2023	245.46	245.46	06/26/2023
148	AMERICAN EXPRESS	JUNE2023(1)	fuel	06/12/2023	44.75	44.75	06/26/2023
2070	ELITE CARD PAYMENT CENTER	06282023(13)	LEAGUE OF ARIZONA CITIES A	06/28/2023	510.00	510.00	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(25)	League of Arizona Cities and Tow	06/28/2023	510.00	510.00	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(26)	League of Arizona Cities and Tow	06/28/2023	510.00	510.00	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(27)	League of Arizona Cities and Tow	06/28/2023	510.00	510.00	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(29)	Lunch	06/28/2023	13.04	13.04	06/29/2023
1026	REAM, HOWARD	JUNE232023	TRAVEL REIMBURSEMENT	07/11/2023	169.05	.00	
1623	US BANK CREDIT CARD	06292023(14)	ACMA	06/29/2023	390.00	390.00	06/30/2023
1623	US BANK CREDIT CARD	06292023(39)	Water For Car	06/29/2023	6.99	6.99	06/30/2023
1623	US BANK CREDIT CARD	06292023(40)	Motel Room	06/29/2023	388.14	388.14	06/30/2023
1623	US BANK CREDIT CARD	07112023(21)	League of Arizona Cities and Tow	06/26/2023	780.71	.00	
1623	US BANK CREDIT CARD	07112023(22)	League of Arizona Cities and Tow	06/26/2023	780.71	.00	
1623	US BANK CREDIT CARD	07112023(23)	League of Arizona Cities and Tow	06/26/2023	780.71	.00	
1623	US BANK CREDIT CARD	07112023(24)	League of Arizona Cities and Tow	06/26/2023	780.71	.00	
1623	US BANK CREDIT CARD	07112023(26)	2023 League Annual Confrence	06/26/2023	325.00	.00	
1623	US BANK CREDIT CARD	07112023(27)	League of Arizona Cities and Tow	06/26/2023	510.00	.00	
1623	US BANK CREDIT CARD	07112023(28)	League of Arizona Cities and Tow	06/26/2023	510.00	.00	
1623	US BANK CREDIT CARD	07112023(29)	Fuel	06/26/2023	68.08	.00	
1623	US BANK CREDIT CARD	07112023(30)	Motel Room	06/26/2023	127.76	.00	
1623	US BANK CREDIT CARD	07112023(49)	League of Arizona Cities and Tow	06/26/2023	510.00	.00	
<b>10-43-480 USE TAXES</b>							
218	AZ DEPT OF REVENUE/US	MAY-23	USE TAX REPORT	06/20/2023	111.28	111.28	06/20/2023
<b>10-43-530 UTILITIES</b>							
626	GARKANE ENERGY	07/23-1697300	Irrigation Pump Electricity	06/15/2023	33.18	33.18	06/26/2023
626	GARKANE ENERGY	07/23-1732300	Office Electricity	06/15/2023	975.33	975.33	06/26/2023
626	GARKANE ENERGY	07/23-175000	Office Electricity	06/22/2023	442.14	442.14	07/03/2023
626	GARKANE ENERGY	07/23-1896600	Irrigation Pump Electricity	06/15/2023	33.18	33.18	06/26/2023
626	GARKANE ENERGY	07/23-1911000	Irrigation Pump Electricity	06/15/2023	26.70	26.70	06/26/2023
660	HILDALE CITY	7/11-3324001	UTILITY SERVICE	07/11/2023	383.75	.00	
<b>10-43-550 TELEPHONE</b>							
1732	HI-SPEED.US, LLC	534520230701	INTERNET SERVICES	07/01/2023	139.00	139.00	07/03/2023
1112	SOUTH CENTRAL COMMUNICA	6/23-8277200	TELEPHONE	06/26/2023	56.50	56.50	07/03/2023
1112	SOUTH CENTRAL COMMUNICA	6/26-8362600	TELEPHONE	06/26/2023	20.81	20.81	07/03/2023
1112	SOUTH CENTRAL COMMUNICA	6706SLYPLA3	TELEPHONE	06/15/2023	117.96	117.96	06/20/2023
1445	VERIZON WIRELESS	9937795060	ADMIN	06/21/2023	172.21	172.21	07/07/2023
<b>10-43-570 COMMUNITY ENGAGEMENT</b>							
2056	ARIZONA STRIP LANDFILL COR	13873	Spring Clean-up	06/05/2023	120.75	120.75	06/12/2023
1623	US BANK CREDIT CARD	06292023(11)	Uzona Chamber Of Commerce Lu	06/29/2023	10.00	10.00	06/30/2023
<b>10-43-600 EQUIPMENT REPAIR AND MAINT</b>							
974	CARQUEST OF HILDALE	150748-13567	FUEL & OIL	06/20/2023	57.11	57.11	07/03/2023
1804	COPIERS4SALE	14198	MAINTENANCE	06/15/2023	105.75	105.75	06/26/2023
1623	US BANK CREDIT CARD	06292023(10)	Carwash subscription	06/29/2023	29.99	29.99	06/30/2023
1623	US BANK CREDIT CARD	07112023(31)	Carwash	06/26/2023	29.99	.00	
1623	US BANK CREDIT CARD	07112023(4)	Cables for computers in new offic	06/26/2023	67.29	.00	
<b>10-43-640 BUILDING &amp; GROUNDS MAINTENANCE</b>							
1704	AA SERVICES & SUPPLY, INC.	2504	Service Call on Evaporator Motor	06/22/2023	677.75	677.75	07/03/2023
1704	AA SERVICES & SUPPLY, INC.	2515	Service Call on Condensor Motor	07/10/2023	435.10	.00	
2076	ABES MOBILE WINDOW TINTIN	07102023	Admin Window Tinting	07/10/2023	2,000.00	2,000.00	07/11/2023
132	ALLIANCE FIRE & SAFETY, INC.	67400	FIRE EXTINGUISHER MAINT	06/08/2023	436.38	436.38	06/12/2023
1712	BASIC AMERICAN SUPPLY	544599	Grill	06/29/2023	393.10	393.10	07/03/2023
1712	BASIC AMERICAN SUPPLY	544599	Grill tax	06/29/2023	.14	.14	07/07/2023
1364	BUCK'S ACE HARDWARE	347106	2 PARKS EQUIPMENT	06/14/2023	459.00	.00	
2070	ELITE CARD PAYMENT CENTER	06282023(19)	TOWER REPAIR	06/28/2023	108.37	108.37	06/29/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2070	ELITE CARD PAYMENT CENTER	06282023(20)	TOWER REPAIR	06/28/2023	128.10	128.10	06/29/2023
672	HOME DEPOT CREDIT SERVIC	6035724	Grounds Maintenance	06/15/2023	590.96	590.96	07/03/2023
782	JONES PAINT & GLASS	SGRG1105667	Vances Desk Glass	06/23/2023	613.09	613.09	07/03/2023
1989	NIELSEN'S YARD CARE	1033	BUILDING AND GROUNDS MAIN	06/30/2023	490.00	490.00	07/03/2023
1012	QUILL CORPORATION	32611314	FURNITURE	06/21/2023	561.39	561.39	06/26/2023
1012	QUILL CORPORATION	32749314	FURNITURE	06/30/2023	598.39	598.39	07/03/2023
<b>10-43-740 EQUIPMENT PURCHASES</b>							
1623	US BANK CREDIT CARD	06292023(6)	Computer Parts	06/29/2023	59.10	59.10	06/30/2023
1623	US BANK CREDIT CARD	06292023(7)	Computer Parts	06/29/2023	670.13	670.13	06/30/2023
1623	US BANK CREDIT CARD	07112023(10)	Computer Processors	06/26/2023	386.57	.00	
1623	US BANK CREDIT CARD	07112023(11)	Computer Processors	06/26/2023	364.32	.00	
1623	US BANK CREDIT CARD	07112023(12)	Keyboard and Mouse	06/26/2023	39.09	.00	
1623	US BANK CREDIT CARD	07112023(13)	Door Controller PCB board panel	06/26/2023	720.90	.00	
1623	US BANK CREDIT CARD	07112023(15)	electronic parts for computers	06/26/2023	186.42	.00	
1623	US BANK CREDIT CARD	07112023(16)	Motherboard for Admin Computer	06/26/2023	139.77	.00	
1623	US BANK CREDIT CARD	07112023(17)	Computer Parts	06/26/2023	194.14	.00	
1623	US BANK CREDIT CARD	07112023(18)	electronics for door	06/26/2023	169.84	.00	
1623	US BANK CREDIT CARD	07112023(19)	Batteries	06/26/2023	165.04	.00	
1623	US BANK CREDIT CARD	07112023(7)	Firewall Replacement	06/26/2023	3,798.28	.00	
1623	US BANK CREDIT CARD	07112023(8)	Computer Processors	06/26/2023	3,369.86	.00	
1623	US BANK CREDIT CARD	07112023(9)	Computer Towers	06/26/2023	304.04	.00	
Total ADMINISTRATIVE:					91,859.77	75,037.47	
<b>BUILDING DEPARTMENT</b>							
<b>10-51-240 SUPPLIES</b>							
1712	BASIC AMERICAN SUPPLY	541041	1 SUPPLIES	06/16/2023	4.12	4.12	06/26/2023
<b>10-51-310 LICENSES &amp; MISC. FEES</b>							
1817	ENFUSION TECHNOLOGIES	220216	Maintenance and Yearly Update F	07/01/2023	1,250.00	1,250.00	07/07/2023
1623	US BANK CREDIT CARD	07112023(20)	Planning Commision Membership	06/26/2023	461.00	.00	
<b>10-51-330 PRINTING AND POSTAGE</b>							
2070	ELITE CARD PAYMENT CENTER	06282023(11)	Certified Mail	06/28/2023	8.37	8.37	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(12)	ICC MAILING	06/28/2023	212.80	212.80	06/29/2023
796	KINGMAN DAILY MINER	06302023	PUBLICATIONS	06/30/2023	138.48	138.48	07/07/2023
<b>10-51-400 TRAVEL AND TRAINING</b>							
240	BARLOW, ANDREW J.	JUNE252023	REIMBURSEMENT	07/01/2023	431.25	431.25	07/07/2023
1623	US BANK CREDIT CARD	06292023(9)	American Planning Accociation Ari	06/29/2023	185.00	185.00	06/30/2023
<b>10-51-550 TELEPHONE</b>							
1445	VERIZON WIRELESS	9937795060	BUILDING	06/21/2023	84.08	84.08	07/07/2023
Total BUILDING DEPARTMENT:					2,775.10	2,314.10	
<b>LAW ENFORCEMENT</b>							
<b>10-54-215 Professional Services</b>							
2070	ELITE CARD PAYMENT CENTER	06282023(32)	google subscption	06/28/2023	7.15	7.15	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(33)	fuel	06/28/2023	113.01	113.01	06/29/2023
1629	LEXIPOL, LLC	INVLEX17179	TRAINING	06/01/2023	3,984.00	3,984.00	06/26/2023
<b>10-54-230 K-9</b>							
2070	ELITE CARD PAYMENT CENTER	06282023(21)	K9 VITAMINS	06/28/2023	32.00	32.00	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(22)	K9 DENTAL TREATMENTS	06/28/2023	48.01	48.01	06/29/2023
<b>10-54-240 SUPPLIES</b>							
2070	ELITE CARD PAYMENT CENTER	06282023(34)	Propane for Gas Grill at PD	06/28/2023	23.88	23.88	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(35)	SUPPLIES	06/28/2023	55.47	55.47	06/29/2023
1623	US BANK CREDIT CARD	06292023(15)	Printer Toner	06/29/2023	446.35	446.35	06/30/2023
1623	US BANK CREDIT CARD	06292023(16)	Printer Toner	06/29/2023	165.82	165.82	06/30/2023
1623	US BANK CREDIT CARD	06292023(17)	Printer Toner	06/29/2023	131.19	131.19	06/30/2023
1623	US BANK CREDIT CARD	06292023(20)	Lunch Supplies	06/29/2023	294.51	294.51	06/30/2023
1623	US BANK CREDIT CARD	06292023(23)	supplies	06/29/2023	987.50	987.50	06/30/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1623	US BANK CREDIT CARD	06292023(24)	Phone Case	06/29/2023	349.00-	349.00-	06/30/2023
1623	US BANK CREDIT CARD	06292023(27)	supplies	06/29/2023	25.30	25.30	06/30/2023
1623	US BANK CREDIT CARD	06292023(31)	supplies	06/29/2023	19.44	19.44	06/30/2023
<b>10-54-250 UNIFORMS AND ACCESSORIES</b>							
1695	COX, SHAUN	SCUNIFORM1	UNIFORM REIMBURSEMENT	06/12/2023	381.01	381.01	06/20/2023
1886	SYMBOL ARTS	369732	Patches	06/26/2023	1,186.35	1,186.35	07/07/2023
2069	THE UNIFORM CENTER	152560-1	Dustin Shear Uniforms	06/27/2023	42.70	42.70	07/03/2023
1623	US BANK CREDIT CARD	06292023(21)	Uniforms	06/29/2023	141.17	141.17	06/30/2023
1623	US BANK CREDIT CARD	07112023(25)	Title and Registration	06/26/2023	4.00	.00	
<b>10-54-330 PRINTING AND POSTAGE</b>							
1623	US BANK CREDIT CARD	06292023(22)	Postage	06/29/2023	10.40	10.40	06/30/2023
1623	US BANK CREDIT CARD	06292023(33)	Postage	06/29/2023	2.46	2.46	06/30/2023
1623	US BANK CREDIT CARD	06292023(34)	Postage	06/29/2023	126.00	126.00	06/30/2023
<b>10-54-400 TRAVEL AND TRAINING</b>							
310	BARLOW, VANCE	06092023	TRAVEL	06/09/2023	89.70	89.70	06/20/2023
2070	ELITE CARD PAYMENT CENTER	06282023(23)	APCO TRAINING	06/28/2023	404.00	404.00	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(24)	UTAH APCO	06/28/2023	103.30	103.30	06/29/2023
1938	GOVERNOR'S OFFICE OF HIGH	DWREGFEE20	TRAINING	06/15/2023	105.00	105.00	06/20/2023
1775	GOWER, MARK O.	MAY162023	TRAVEL	06/14/2023	92.00	92.00	06/20/2023
1769	RADLEY, ROBBINS	JUNE212023	AMRRP TRAINING	06/21/2023	70.00	70.00	06/26/2023
1623	US BANK CREDIT CARD	06292023(18)	Fuel	06/29/2023	72.25	72.25	06/30/2023
1623	US BANK CREDIT CARD	06292023(19)	Fuel	06/29/2023	75.77	75.77	06/30/2023
1623	US BANK CREDIT CARD	06292023(25)	Fuel	06/29/2023	54.19	54.19	06/30/2023
1623	US BANK CREDIT CARD	06292023(38)	Fuel	06/29/2023	52.30	52.30	06/30/2023
1934	VILLARREAL, MELISSA	MAY162023	TRAVEL	05/30/2023	82.00	82.00	06/20/2023
2003	VIRTUAL ACADEMY	VA10511	Training	06/13/2023	897.00	897.00	07/03/2023
<b>10-54-510 ANIMAL CONTROL</b>							
1712	BASIC AMERICAN SUPPLY	538604	1 SUPPLIES	06/07/2023	58.93	58.93	06/12/2023
1712	BASIC AMERICAN SUPPLY	538604	sales tax	06/07/2023	5.07	5.07	07/07/2023
<b>10-54-520 FUEL AND OIL</b>							
974	CARQUEST OF HILDALE	15048-135682	FUEL & OIL	06/20/2023	62.48	62.48	07/07/2023
1695	COX, SHAUN	06082023SC	FUEL	06/08/2023	20.00	20.00	06/20/2023
<b>10-54-530 UTILITIES</b>							
660	HILDALE CITY	7/11-3116100	UTILITY SERVICE	07/11/2023	129.69	.00	
660	HILDALE CITY	7/11-3484201	UTILITY SERVICE	07/11/2023	132.12	.00	
660	HILDALE CITY	7/11-3841201	UTILITY SERVICE	07/11/2023	54.00	.00	
<b>10-54-550 TELEPHONE</b>							
2040	AT&T MOBILITY	06282023	TELEPHONE	06/20/2023	1,058.09	1,058.09	07/07/2023
1445	VERIZON WIRELESS	9937795060	POLICE	06/21/2023	628.63	628.63	07/07/2023
<b>10-54-600 EQUIPMENT REPAIR AND MAINT</b>							
132	ALLIANCE FIRE & SAFETY, INC.	67441	FIRE EXTINGUISHER MAINT	06/08/2023	141.75	141.75	06/26/2023
974	CARQUEST OF HILDALE	15048-134547	FUEL & OIL	06/06/2023	45.95	45.95	06/12/2023
974	CARQUEST OF HILDALE	15048-135869	OIL	06/22/2023	25.17	25.17	06/26/2023
1769	RADLEY, ROBBINS	722023	Reimbursement for Batteries Purc	07/02/2023	623.39	623.39	07/07/2023
1623	US BANK CREDIT CARD	07112023(6)	Security Camera Credit	06/26/2023	1,744.95-	.00	
<b>10-54-740 EQUIPMENT PURCHASES</b>							
1623	US BANK CREDIT CARD	06292023(4)	Tech Equipment	06/29/2023	2,431.05	2,431.05	06/30/2023
1623	US BANK CREDIT CARD	06292023(5)	Tech Equipment	06/29/2023	68.44	68.44	06/30/2023
Total LAW ENFORCEMENT:					13,716.04	15,141.18	
<b>MAGISTRATE COURT</b>							
<b>10-55-420 JAIL AND INDIGENT COUNCIL</b>							
392	CATHY JOHNSTONE, ESQ. P.C.	06222023	LEGAL	06/22/2023	525.30	525.30	07/03/2023
392	CATHY JOHNSTONE, ESQ. P.C.	JUNE82023	LEGAL	06/08/2023	525.33	525.33	06/26/2023
Total MAGISTRATE COURT:					1,050.63	1,050.63	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>DISPATCH</b>							
<b>10-57-215 Professional Services</b>							
120	ADVANCED NETWORK CONSUL	2675	DISPATCH	06/26/2023	611.63	611.63	07/03/2023
120	ADVANCED NETWORK CONSUL	2677	DISPATCH	06/27/2023	553.50	553.50	07/03/2023
120	ADVANCED NETWORK CONSUL	2679	DISPATCH	06/27/2023	763.13	763.13	07/03/2023
120	ADVANCED NETWORK CONSUL	2681	DISPATCH	06/27/2023	767.04	767.04	07/03/2023
120	ADVANCED NETWORK CONSUL	2683	DISPATCH	06/27/2023	401.88	401.88	07/03/2023
2070	ELITE CARD PAYMENT CENTER	06282023(30)	Adobe Subscriptions	06/28/2023	282.32	282.32	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(31)	Adobe Credit	06/28/2023	349.00-	349.00-	06/29/2023
<b>10-57-400 TRAVEL AND TRAINING</b>							
1720	AZ ASSOCIATION OF CHIEFS O	1224	TRAINING	06/07/2023	287.00	287.00	06/12/2023
<b>10-57-550 TELEPHONE</b>							
1445	VERIZON WIRELESS	9937795060	DISPATCH	06/21/2023	66.10	66.10	07/07/2023
Total DISPATCH:					3,383.60	3,383.60	
<b>PARKS AND RECREATION</b>							
<b>10-70-240 SUPPLIES</b>							
1712	BASIC AMERICAN SUPPLY	538627	1 SUPPLIES	06/07/2023	13.76	13.76	06/20/2023
1712	BASIC AMERICAN SUPPLY	539840	Parts	06/12/2023	19.53	19.53	06/20/2023
1712	BASIC AMERICAN SUPPLY	540409	1 SUPPLIES	06/14/2023	33.42	33.42	06/20/2023
1712	BASIC AMERICAN SUPPLY	540836	1 SUPPLIES	06/15/2023	61.87	61.87	06/26/2023
1712	BASIC AMERICAN SUPPLY	545554	Parks Supplies	07/03/2023	99.41	99.41	07/07/2023
1712	BASIC AMERICAN SUPPLY	546135	Parks Supplies	07/06/2023	10.19	10.19	07/07/2023
1712	BASIC AMERICAN SUPPLY	546168	Parks Supplies	07/06/2023	28.72	28.72	07/07/2023
1712	BASIC AMERICAN SUPPLY	546577	Parks Supplies	07/07/2023	7.59	.00	
1080	SCHOLZENS PRODUCTS COMP	6741939-00	FENCE SUPPLIES	06/05/2023	1,476.49	1,476.49	06/20/2023
1292	WESTWING AVIATION	1258	SUPPLIES	06/30/2023	371.29	371.29	07/07/2023
<b>10-70-400 TRAVEL AND TRAINING</b>							
1623	US BANK CREDIT CARD	06292023(35)	ULNA membership renewal	06/29/2023	75.00	75.00	06/30/2023
<b>10-70-520 FUEL AND OIL</b>							
1623	US BANK CREDIT CARD	06292023(42)	Mower fuel	06/29/2023	46.00	46.00	06/30/2023
1292	WESTWING AVIATION	1209	FUEL100LL Avgas for Public Wor	06/12/2023	33.75	33.75	07/07/2023
<b>10-70-530 UTILITIES</b>							
626	GARKANE ENERGY	07/23-1684300	Library Electricity	06/15/2023	90.94	90.94	06/26/2023
626	GARKANE ENERGY	07/23-1748300	Lauritzen Park - Electricity	06/22/2023	76.46	76.46	07/03/2023
660	HILDALE CITY	7/11-3121001	UTILITY SERVICE	07/11/2023	283.41	.00	
660	HILDALE CITY	7/11-3322001	UTILITY SERVICE	07/11/2023	338.18	.00	
<b>10-70-540 TOOLS AND SMALL EQUIPMENT</b>							
1712	BASIC AMERICAN SUPPLY	540264	Parts	06/13/2023	100.62	100.62	06/20/2023
672	HOME DEPOT CREDIT SERVIC	4613265	SUPPLIES	05/28/2023	18.95	18.95	07/03/2023
<b>10-70-600 EQUIPMENT REPAIR AND MAINT</b>							
1712	BASIC AMERICAN SUPPLY	540418	Parts	06/14/2023	16.85	16.85	06/20/2023
1712	BASIC AMERICAN SUPPLY	542232	Parts	06/21/2023	20.62	20.62	06/26/2023
1712	BASIC AMERICAN SUPPLY	546040	Parks Supplies	07/05/2023	3.78	3.78	07/07/2023
974	CARQUEST OF HILDALE	15048-136534	Drop Hitch	06/30/2023	379.25	379.25	07/07/2023
974	CARQUEST OF HILDALE	15048-136535	Drop Hitch Return Credit	06/30/2023	74.76-	74.76-	07/07/2023
442	COLORLAND SALES & SERVIC	129115	1 SUPPLIES	06/21/2023	203.82	203.82	06/26/2023
442	COLORLAND SALES & SERVIC	129119	1 SUPPLIES	06/21/2023	152.60	152.60	06/26/2023
442	COLORLAND SALES & SERVIC	129187	1 SUPPLIES	06/23/2023	63.97	63.97	07/07/2023
1903	PURCELL TIRE CO.	30507059	EQUIPMENT MAINT	06/23/2023	73.76	73.76	06/26/2023
<b>10-70-640 BUILDING &amp; GROUNDS MAINTENANCE</b>							
1712	BASIC AMERICAN SUPPLY	539871	1 SUPPLIES	06/12/2023	20.61	20.61	06/20/2023
1712	BASIC AMERICAN SUPPLY	540424	1 SUPPLIES	06/14/2023	81.11	81.11	06/20/2023
1712	BASIC AMERICAN SUPPLY	542097	1 SUPPLIES	06/20/2023	10.84	10.84	06/26/2023
2046	HMH FENCING, LLC	2313	Labor	06/09/2023	1,200.00	1,200.00	06/20/2023
672	HOME DEPOT CREDIT SERVIC	2527240	Parks Weed And Feed	06/09/2023	478.33	478.33	07/03/2023
672	HOME DEPOT CREDIT SERVIC	4623598	park supplies	06/30/2023	38.79	38.79	07/03/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PARKS AND RECREATION:					5,855.15	5,225.97	
<b>AIRPORT</b>							
<b>10-72-200 AIRPORT MANAGER CONTRACT</b>							
338	BISTLINE, LADELL SR.	06302023	CONTRACT	06/30/2023	4,800.00	4,800.00	06/30/2023
<b>10-72-240 SUPPLIES</b>							
338	BISTLINE, LADELL SR.	04042023	Reimbursement for Airport Drinks	06/27/2023	37.81	37.81	07/03/2023
1473	SG WATER STORE	159039	1 WATER DELIVERY SERVICE	06/15/2023	6.00	6.00	06/26/2023
1292	WESTWING AVIATION	1193	SUPPLIES	06/30/2023	172.30	172.30	06/26/2023
<b>10-72-310 LICENSES &amp; MISC FEES</b>							
1623	US BANK CREDIT CARD	06292023(13)	Arizona Airports Association	06/29/2023	95.00	95.00	06/30/2023
<b>10-72-400 TRAVEL AND TRAINING</b>							
148	AMERICAN EXPRESS	JUNE2023(1)	Motel	06/12/2023	530.34	530.34	06/26/2023
<b>10-72-530 UTILITIES</b>							
626	GARKANE ENERGY	07/23-1717100	Airport Electricity	06/22/2023	824.63	824.63	07/03/2023
660	HILDALE CITY	7/11-3136001	UTILITY SERVICE	07/11/2023	81.50	.00	
<b>10-72-640 BUILDING &amp; GROUNDS MAINTENANCE</b>							
1704	AA SERVICES & SUPPLY, INC.	2504	Freon R22/ Service Call-Airport	06/22/2023	435.32	435.32	07/03/2023
Total AIRPORT:					6,982.90	6,901.40	
<b>COMMUNITY DEVELOPMENT</b>							
<b>10-78-490 Capital Improvement Projects</b>							
120	ADVANCED NETWORK CONSUL	2676	REMODEL	06/27/2023	746.00	746.00	07/03/2023
120	ADVANCED NETWORK CONSUL	2678	REMODEL	06/27/2023	846.00	846.00	07/03/2023
120	ADVANCED NETWORK CONSUL	2680	REMODEL	06/27/2023	120.50	120.50	07/03/2023
120	ADVANCED NETWORK CONSUL	2682	REMODEL	06/27/2023	169.50	169.50	07/03/2023
2016	DOUBLE D BUILDERS	DRAW#3 2306	REMODEL	06/30/2023	181,702.84	181,702.84	06/30/2023
2067	EQUIPMENT SALES, INC	06162023	Sweeper Purchase	06/21/2023	25,500.00	25,500.00	06/21/2023
1623	US BANK CREDIT CARD	06292023(3)	Building Remodel - IT	06/29/2023	1,238.60	1,238.60	06/30/2023
<b>10-78-720 COURT OVERSIGHT CONTINGENCY</b>							
1666	JIM KEITH	2023-6	PD CONSULTANT	06/30/2023	3,750.00	3,750.00	07/03/2023
1936	PMP	JUNE2023	COURT MONITOR	07/06/2023	3,178.00	3,178.00	07/07/2023
<b>10-78-730 RISK MANAGEMENT CONTINGENCY</b>							
1528	NEWBY BUICK	2023GMCSIER	Truck Purchase	06/13/2023	76,612.00	76,612.00	06/13/2023
1528	NEWBY BUICK	GMC SIERRA	Truck Purchase	06/13/2023	77,813.00	77,813.00	06/13/2023
Total COMMUNITY DEVELOPMENT:					371,676.44	371,676.44	
Total GENERAL FUND:					510,268.41	493,699.57	
<b>HIGHWAY USERS FUND</b>							
<b>STREETS &amp; ROADS EXPENDITURES</b>							
<b>20-60-240 SUPPLIES</b>							
1712	BASIC AMERICAN SUPPLY	538870	Credit	06/29/2023	104.13-	104.13-	07/07/2023
1712	BASIC AMERICAN SUPPLY	541964	1 SUPPLIES	06/20/2023	75.99	75.99	06/26/2023
1712	BASIC AMERICAN SUPPLY	544144	1 SUPPLIES	06/28/2023	17.33	17.33	07/03/2023
1712	BASIC AMERICAN SUPPLY	544221	Road marking Spray	06/28/2023	9.76	9.76	07/07/2023
2070	ELITE CARD PAYMENT CENTER	06282023(10)	Lunch Supplies	06/28/2023	8.74	8.74	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(16)	SHOP SUPPLIES	06/28/2023	246.00	246.00	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(3)	Lunch	06/28/2023	56.18	56.18	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(4)	Cookware	06/28/2023	28.24	28.24	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(5)	Supplies	06/28/2023	174.60	174.60	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(7)	Tie Downs	06/28/2023	26.84	26.84	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(8)	Lunch Supplies	06/28/2023	109.10	109.10	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(9)	Drinks	06/28/2023	19.16	19.16	06/29/2023
1623	US BANK CREDIT CARD	06292023(43)	supplies	06/29/2023	132.05	132.05	06/30/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1623	US BANK CREDIT CARD	06292023(44)	supplies	06/29/2023	21.86	21.86	06/30/2023
1623	US BANK CREDIT CARD	07112023(1)	Costco Credit	06/26/2023	150.00-	.00	
1623	US BANK CREDIT CARD	07112023(2)	Dog Food and Kitchen Supplies	06/26/2023	137.73	.00	
<b>20-60-250 PROFESSIONAL/ENGINEERING</b>							
1712	BASIC AMERICAN SUPPLY	538465	LUMBER	06/06/2023	43.42	43.42	06/20/2023
2045	DAT MANAGEMENT	43667	Pre-Employment Testing - PW	07/05/2023	37.00	.00	
<b>20-60-280 ROAD MATERIALS/PAVING</b>							
1333	JD PETERSEN PRODUCTS, LLC	1927	MC-3000 OIL FOR CHIP	06/05/2023	13,975.00	13,975.00	06/20/2023
1333	JD PETERSEN PRODUCTS, LLC	1928	MC-3000 OIL FOR CHIP	06/26/2023	11,541.20	11,541.20	07/07/2023
<b>20-60-310 LICENSES AND MISC FEES</b>							
2070	ELITE CARD PAYMENT CENTER	06282023(1)	Carwash Subscriptiion	06/28/2023	24.99	24.99	06/29/2023
1623	US BANK CREDIT CARD	07112023(3)	Costco Card membership	06/26/2023	272.27	.00	
<b>20-60-530 UTILITIES</b>							
660	HILDALE CITY	7/11-3323001	UTILITY SERVICE	07/11/2023	105.00	.00	
660	HILDALE CITY	7/11-3324011	UTILITY SERVICE	07/11/2023	80.00	.00	
660	HILDALE CITY	7/11-3424011	UTILITY SERVICE	07/11/2023	105.00	.00	
660	HILDALE CITY	7/11-3507901	UTILITY SERVICE	07/11/2023	105.00	.00	
660	HILDALE CITY	7/11-3508001	UTILITY SERVICE	07/11/2023	282.65	.00	
660	HILDALE CITY	7/11-3508101	UTILITY SERVICE	07/11/2023	28.50	.00	
660	HILDALE CITY	7/11-3835801	UTILITY SERVICE	07/11/2023	104.22	.00	
660	HILDALE CITY	7/11-3841501	UTILITY SERVICE	07/11/2023	112.75	.00	
660	HILDALE CITY	7/11-6348804	UTILITY SERVICE	07/11/2023	237.00	.00	
<b>20-60-535 STREET LIGHTS</b>							
626	GARKANE ENERGY	07/23-1790500	Street Lights - Electricity	06/22/2023	689.81	689.81	07/03/2023
<b>20-60-540 TOOLS AND SMALL EQUIPMENT</b>							
1712	BASIC AMERICAN SUPPLY	540734	TOOLS	06/15/2023	30.39	30.39	06/20/2023
1712	BASIC AMERICAN SUPPLY	542841	TOOLS	06/23/2023	104.76	104.76	06/26/2023
1712	BASIC AMERICAN SUPPLY	543493	TOOLS	06/23/2023	51.02	51.02	07/03/2023
1712	BASIC AMERICAN SUPPLY	543856	1 SUPPLIES	06/23/2023	15.18	15.18	07/03/2023
2070	ELITE CARD PAYMENT CENTER	06282023(14)	TOOL REPLACEMENT	06/28/2023	291.37	291.37	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(15)	TOOLS	06/28/2023	64.62	64.62	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(17)	BIT HOLDER	06/28/2023	379.95	379.95	06/29/2023
2070	ELITE CARD PAYMENT CENTER	06282023(18)	SCANNER TOOL SUBSCRIPTIO	06/28/2023	64.62	64.62	06/29/2023
<b>20-60-550 TELEPHONE</b>							
1445	VERIZON WIRELESS	9937795060	STREETS & ROADS	06/21/2023	66.10	66.10	07/07/2023
<b>20-60-600 EQUIPMENT REPAIR AND MAINT</b>							
1712	BASIC AMERICAN SUPPLY	539060	WIRE	06/08/2023	5.20	5.20	06/20/2023
1712	BASIC AMERICAN SUPPLY	540599	PIPES AND FITTINGS	06/14/2023	82.14	82.14	06/20/2023
1712	BASIC AMERICAN SUPPLY	540599	sales tax	06/14/2023	7.06	7.06	07/07/2023
1712	BASIC AMERICAN SUPPLY	540686	1 SUPPLIES	06/15/2023	72.41	72.41	06/20/2023
1712	BASIC AMERICAN SUPPLY	540815	1 SUPPLIES	06/15/2023	12.67	12.67	07/03/2023
1712	BASIC AMERICAN SUPPLY	544179	1 SUPPLIES	06/28/2023	30.36	30.36	07/07/2023
1712	BASIC AMERICAN SUPPLY	545618	Bolts	07/03/2023	6.04	6.04	07/07/2023
1712	BASIC AMERICAN SUPPLY	545929	1 SUPPLIES	07/05/2023	13.02	13.02	07/07/2023
974	CARQUEST OF HILDALE	15048134586	2 EQUIP MAINT	06/06/2023	72.26	72.26	06/20/2023
974	CARQUEST OF HILDALE	15048-134601	Shop Supplies	06/06/2023	793.27	793.27	06/20/2023
974	CARQUEST OF HILDALE	15048-134605	Starting Fluid	06/06/2023	83.64	83.64	06/20/2023
974	CARQUEST OF HILDALE	15048-134618	1 PARTS	06/06/2023	25.29	25.29	06/20/2023
974	CARQUEST OF HILDALE	15048-134636	1 PARTS	06/07/2023	31.11	31.11	06/20/2023
974	CARQUEST OF HILDALE	15048-134643	1 PARTS	06/07/2023	31.11-	31.11-	06/20/2023
974	CARQUEST OF HILDALE	15048-134685	FUEL & OIL	06/07/2023	101.97	101.97	06/20/2023
974	CARQUEST OF HILDALE	15048-135043	OIL	06/12/2023	44.29	44.29	06/20/2023
974	CARQUEST OF HILDALE	15048-135258	2 EQUIP MAINT	06/14/2023	56.25	56.25	06/20/2023
974	CARQUEST OF HILDALE	15048-135260	Credit for Ball Hitches	06/14/2023	4.05-	4.05-	07/07/2023
974	CARQUEST OF HILDALE	15048-135322	1 PARTS	06/15/2023	17.28	17.28	06/26/2023
974	CARQUEST OF HILDALE	15048-135324	1 PARTS	06/15/2023	18.38	18.38	06/26/2023
974	CARQUEST OF HILDALE	15048-135350	1 PARTS	06/15/2023	61.78	61.78	06/26/2023
974	CARQUEST OF HILDALE	15048-135643	1 PARTS	06/20/2023	370.79	370.79	06/26/2023



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
974	CARQUEST OF HILDALE	15048-135645	1 PARTS	06/20/2023	236.54	236.54	06/26/2023
974	CARQUEST OF HILDALE	15048-135645	\$3 Short on first invoice	06/20/2023	3.00	3.00	07/07/2023
974	CARQUEST OF HILDALE	15048-135953	1 PARTS	06/23/2023	19.15	19.15	07/03/2023
974	CARQUEST OF HILDALE	15048-136185	Return Credit	06/26/2023	61.78-	61.78-	07/03/2023
974	CARQUEST OF HILDALE	15048-136225	FUEL & OIL	06/27/2023	186.06	186.06	07/03/2023
974	CARQUEST OF HILDALE	15048-136233	FUEL & OIL	06/23/2023	56.33	56.33	07/03/2023
974	CARQUEST OF HILDALE	15048-136325	Supplies	06/28/2023	61.32	61.32	07/03/2023
974	CARQUEST OF HILDALE	15048-136996	2016 Ford 250 Filters	07/06/2023	148.84	148.84	07/07/2023
1702	DJB Gas Services, Inc.	01441586	Cylinder Rental	06/30/2023	59.10	59.10	07/07/2023
1702	DJB Gas Services, Inc.	01441586	Credit	06/30/2023	1.76-	1.76-	07/07/2023
2070	ELITE CARD PAYMENT CENTER	06282023(6)	PARTS	06/28/2023	246.19	246.19	06/29/2023
792	KENWORTH SALES CO.	006P8650	EQUIP MNTNCE	06/08/2023	45.47	45.47	06/20/2023
792	KENWORTH SALES CO.	006P8770	EQUIP MNTNCE	06/15/2023	584.11	584.11	06/26/2023
792	KENWORTH SALES CO.	006P8923	EQUIP MNTNCE	06/21/2023	118.54	118.54	06/26/2023
792	KENWORTH SALES CO.	006P9057	PARTS	06/27/2023	35.44	35.44	07/03/2023
1903	PURCELL TIRE CO.	30507247	FORD F250 TIRES	07/06/2023	991.35	.00	
1080	SCHOLZENS PRODUCTS COMP	6755875-00	PARTS TO REPLACE SPRINKLE	07/05/2023	32.11	32.11	07/07/2023
1868	TINK'S SUPERIOR AUTO PARTS	812875	Flex Fan	06/29/2023	92.86	92.86	07/07/2023
1296	WHEELER MACHINERY COMPA	PS001521238	PARTS ( FILTERS)	06/06/2023	565.69	565.69	06/20/2023
1296	WHEELER MACHINERY COMPA	PS001521239	PARTS	06/06/2023	79.05	79.05	06/20/2023
1296	WHEELER MACHINERY COMPA	PS001523468	PARTS	06/09/2023	365.68	365.68	06/20/2023
1296	WHEELER MACHINERY COMPA	PS001536890	PARTS	07/06/2023	51.62	.00	
<b>20-60-640 BUILDING &amp; GROUNDS MAINTENANCE</b>							
144	ALSCO	LSTG1070748	BLDG MAINT	06/07/2023	142.18	142.18	07/07/2023
144	ALSCO	LSTG1073022	BLDG MAINT	06/21/2023	142.18	142.18	07/07/2023
782	JONES PAINT & GLASS	SGPI1178398	PAINT SUPPLIES	06/09/2023	1,813.19	1,813.19	06/20/2023
782	JONES PAINT & GLASS	SGPI1178490	PAINT	06/12/2023	356.85	356.85	06/20/2023
<b>20-60-740 EQUIPMENT PURCHASES</b>							
2075	BYRNE Equipment Sales	123028	2007 Broom Sweeper	07/10/2023	20,691.00	20,691.00	07/10/2023
658	HIGH DESERT SUPPLY	IN00212600	FUEL TANK FOR NEW TRUCK	06/14/2023	2,206.11	2,206.11	06/20/2023
Total STREETS & ROADS EXPENDITURES:					60,757.74	58,257.65	
Total HIGHWAY USERS FUND:					60,757.74	58,257.65	
<b>MISCELLANEOUS GRANTS FUND</b>							
<b>EXPENDITURES</b>							
<b>22-40-400 MISC. STATE GRANT EXPENDITURES</b>							
1968	HORIZON TECHNOLOGIES INC.	2880	Dispatch Upgrade	06/01/2023	119,095.05	119,095.05	06/20/2023
1968	HORIZON TECHNOLOGIES INC.	DLOQ2059	Dispatch Upgrade	06/19/2023	56,776.51	56,776.51	06/21/2023
1968	HORIZON TECHNOLOGIES INC.	DLOQ2207	Dispatch Upgrade	06/19/2023	1,300.00	1,300.00	07/03/2023
810	LANDMARK TESTING & ENGINE	224320	DISPATCH UPGRADE	06/23/2023	4,775.50	4,775.50	06/26/2023
Total EXPENDITURES:					181,947.06	181,947.06	
Total MISCELLANEOUS GRANTS FUND:					181,947.06	181,947.06	
<b>ADOT AERONAUTICS GRANT</b>							
<b>AIRPORT</b>							
<b>26-72-250 ENGINEERING/ADOT</b>							
1733	JVIATION	PTIN0000518	ENGINEERING	06/27/2023	21,171.49	21,171.49	07/03/2023
Total AIRPORT:					21,171.49	21,171.49	
Total ADOT AERONAUTICS GRANT:					21,171.49	21,171.49	
<b>FAA AIRPORT GRANT</b>							

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>AIRPORT</b>							
<b>27-72-250 ENGINEERING/FAA</b>							
796	KINGMAN DAILY MINER	05312023	PUBLICATIONS	05/31/2023	348.65	348.65	07/07/2023
796	KINGMAN DAILY MINER	06302023	PUBLICATIONS AND FINANCE C	06/30/2023	359.11	359.11	07/07/2023
Total AIRPORT:					707.76	707.76	
Total FAA AIRPORT GRANT:					707.76	707.76	
<b>INTERNAL SERVICE FUND</b>							
<b>EXPENDITURES</b>							
<b>61-40-520 FUEL AND OIL</b>							
2052	SARATOGA RACK MARKETING,	IN0001325846	FUEL	06/19/2023	32,000.43	32,000.43	06/26/2023
<b>61-40-900 MISC EXPENSES</b>							
1817	ENFUSION TECHNOLOGIES	220216	Maintenance And Update Yearly F	07/01/2023	1,250.00	1,250.00	07/07/2023
Total EXPENDITURES:					33,250.43	33,250.43	
<b>HC ACCT DEPARTMENT</b>							
<b>61-41-900 MISC EXPENSES</b>							
1333	JD PETERSEN PRODUCTS, LLC	1928	MC-3000 OIL FOR CHIP	06/26/2023	1,720.00	1,720.00	07/07/2023
Total HC ACCT DEPARTMENT:					1,720.00	1,720.00	
<b>UTILITIES DEPARTMENT</b>							
<b>61-42-900 MISC EXPENSES</b>							
1445	VERIZON WIRELESS	9937795060	UTILITIES	06/21/2023	172.21	172.21	07/07/2023
Total UTILITIES DEPARTMENT:					172.21	172.21	
<b>LANDFILL CORP</b>							
<b>61-62-240 SUPPLIES</b>							
2070	ELITE CARD PAYMENT CENTER	06282023(2)	No Trespassing Sign	06/28/2023	217.16	217.16	06/29/2023
<b>61-62-900 MISC EXPENSES</b>							
120	ADVANCED NETWORK CONSUL	2675	LANDFILL	06/26/2023	366.98	366.98	07/03/2023
120	ADVANCED NETWORK CONSUL	2677	LANDFILL	06/27/2023	332.10	332.10	07/03/2023
120	ADVANCED NETWORK CONSUL	2679	LANDFILL	06/27/2023	457.88	457.88	07/03/2023
120	ADVANCED NETWORK CONSUL	2681	LANDFILL	06/27/2023	460.22	460.22	07/03/2023
120	ADVANCED NETWORK CONSUL	2683	LANDFILL	06/27/2023	241.13	241.13	07/03/2023
1445	VERIZON WIRELESS	9937795060	LANDFILL	06/21/2023	106.11	106.11	07/07/2023
Total LANDFILL CORP:					2,181.58	2,181.58	
Total INTERNAL SERVICE FUND:					37,324.22	37,324.22	
Grand Totals:					812,176.68	793,107.75	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

## Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.