

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BY AND BETWEEN  
THE TOWN OF COLORADO CITY, ARIZONA AND TOWN OF APPLE VALLEY,  
UTAH  
FOR 9-1-1 and DISPATCH SERVICES**

**THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT** (“Agreement” or “IGA”) is entered into by and between Town of Colorado City, Arizona and Apple Valley, Utah and is as follows:

**WHEREAS**, Colorado City and Apple Valley (collectively “Parties” individually “Party”) are mutually interested in providing cost effective public services; and

**WHEREAS**, pursuant to A.R.S. §9-240 & A.R.S. §11-952, Colorado City, as an Arizona Town, is given authority to enter into contracts or agreements of joint exercise of power with any other public agency; and

**WHEREAS**, pursuant to Utah Code Ann. S 11-13-201 & 11-13-202 (1953 as amended), Apple Valley, as a Utah Town, is given authority to enter into contracts for the joint exercise of power with any public agency of any other state, exercising and enjoying all of the powers, privileges and authorities conferred by said act; and

**WHEREAS**, Colorado City staffs and operates a 9-1-1 communications center with the equipment and manpower necessary to adequately provide such services within the geographical limits of both Colorado City and Apple Valley; and

**WHEREAS**, Apple Valley and Colorado City are located in the same geographic area and could make the most efficient use of their powers by cooperating with one another on a basis of mutual advantage thereby to provide dispatch services in a manner that will accord best with geographic, economic, and population factors influencing the needs and development of both communities and providing the benefit of economy of scale for the overall promotion of the general welfare and safety of both communities; and

**WHEREAS**, Apple Valley and Colorado City desire to operate under an

intergovernmental cooperative agreement, also known as an intergovernmental agreement, and continued cooperation and mutual operation would be advantageous for both Parties, with certain adjustments to address issues under Arizona and Utah law.

**WHEREAS**, the Parties also recognized that this Agreement must satisfy the requirements of the Utah Interlocal Cooperation Act (“ICA”) found in Utah Code Ann. § 11-13-101 *et seq.* and A.R.S. § 11- 952 “Intergovernmental Agreements and Contracts”.

**NOW, THEREFORE, COLORADO CITY AND APPLE VALLEY AGREE AS FOLLOWS:**

**1. TERM**

- a. The term of this Agreement will be from the \_\_\_ day of \_\_\_\_\_, 2024, until one of the Parties to this IGA provides the other Party with a written Notice to Terminate this Agreement at least three (3) months prior to the desired termination of the IGA. Upon termination of this Agreement, any property that is owned by either Party used pursuant to this Agreement shall remain with or be returned to the owner of the property. If the Parties agree, rather than reverting the property to the Party owning the property, the Party owning the property may accept a payment of not less than the fair market value of the property from the other Party. Termination will not relieve either Party from liabilities and costs already incurred under this Agreement, not affect ownership of said equipment and property.

**2. ADMINISTRATION AND OPERATION**

- a. The Communications Center located at 10 South Heritage Lane, Colorado City, Arizona (“Center”) shall be under the direction of the Colorado City Chief of Police, who shall provide for the administration of this Agreement.
- b. The Communications Manager, who shall be appointed by Colorado City, shall be responsible to prepare and maintain guidelines and policies that satisfy all applicable ordinances, regulations, laws and other requirements of Apple Valley, the State of Utah,

Colorado City, and the State of Arizona.

- c. The Communications Manager shall be responsible for maintaining necessary personnel certification and center certifications so that the Center is recognized both in the State of Utah and the State of Arizona as a Public Safety Answering Point (“PSAP”).
- d. The Communications Manager shall coordinate with Apple Valley and Colorado City Managers and Councils regarding department practices and activities undertaken pursuant to this Agreement; however, the final decisions will be made by the Chief of Police.
- e. Apple Valley may offer to provide such additional personnel, furniture, fixtures and equipment as its Council deems appropriate; provided, however, that as a condition precedent to any Apple Valley personnel providing Colorado City assistance in connection with the responsibilities of Colorado City pursuant to Section 3.a, the managers of Apple Valley and Colorado City must meet and agree on supervisory protocols regarding such personnel. Any claim arising out of the joint actions of Colorado City and Apple Valley personnel pursuant to this Agreement shall be subject to the Joint Defense Agreement defined in Section 6.b of this Agreement.

### **3. RESPONSIBILITIES**

#### **a. Colorado City Shall:**

- i. Provide dispatch services to Apple Valley in the same manner as such services are provided to Colorado City. Colorado City shall have sole and complete authority and control over the dispatch operation.
- ii. Provide emergency dispatching services to Apple Valley twenty-four hours a day and seven days a week to the extent all data, GIS, or other information has been provided or entered into the Center system.
- iii. Provide dispatching utilizing computer-aided dispatching, which includes but is not limited to: location of events utilizing cross streets; addresses and varied map coordinates as may be available; maintenance of status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene; and other fire service benchmark times as available.
- iv. Provide, if requested, summary listings to Apple Valley of call data by month, quarter or year as generated by the system.
- v. Record Apple Valley radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines. Colorado City will maintain all recordings pursuant to the retention

schedules as established by the Arizona State Library, Archives and Public Records. Colorado City will provide copies of the recordings upon request to Apple Valley. Any costs associated with additional equipment or services required to record any additional radio frequencies will be the responsibility of the requesting entity.

- vi. Maintain control of all hiring, supervision, and discipline of communications personnel. All center employees, including the Communications Manager, shall be employees of Colorado City only.
- vii. Maintain control of all connectivity to the Colorado City system including, but not limited to, security policies, hardware, and software.
- viii. At regular intervals, provide Apple Valley with exception lists of information that needs to be verified by Apple Valley personnel. When notified of the verified and/or corrected information, Colorado City will make the needed changes to the GIS system in an appropriate timeframe.

**b. The Apple Valley Shall:**

- i. Comply with the radio, computer, electronic or other technical specifications required to support this Agreement.
- ii. Provide all GIS data needed for dispatching. Apple Valley will provide a single point of contact to facilitate this Agreement and make someone available on-site at the Center when needed to design and maintain Apple Valley's GIS information.
- iii. Provide a single point of contact and on-site person to add and update run cards.
- iv. Conform to the existing Colorado City naming conventions for GIS information.
- v. Comply with existing Colorado City procedures and policies regarding dispatching.

**4. FINANCING AND BUDGET**

- a. Apple Valley agrees to compensate Colorado City for its costs in providing the service pursuant to this Agreement according to the following:

Apple Valley will initially pay Colorado City, One Thousand One Hundred and Sixty-Four dollars (\$1,164.00) per quarter as a base rate. Additional calls will be billed at a rate of \$74.00 dollars per call. Apple Valley will also pay Colorado City a rate of \$45.00 per hour for any additionally requested services.

The formula for developing the monthly rate shall be the total dispatch budget for the fiscal year divided by the number of calls for the prior calendar year to arrive at a cost per call. The cost per call will be multiplied by the number of calls in Apple Valley

to determine the annual base rate. The base rate will be divided by 12 to determine the monthly base rate. The rate for additional services will be determined annually.

Compensation shall be invoiced by Colorado City's accounting department and paid by Apple Valley on a quarterly basis and reviewed for adjustment as part of the budgeting process for each fiscal year that the Agreement is in force.

- b. Payments made by Apple Valley to Colorado City pursuant to this Agreement shall be addressed in accordance with the provisions of Utah Code Ann. SS 10-5-101 et seq. or SS 10-6-101 et seq. (1953, as amended) as applicable. Colorado City shall establish and maintain a budget for dispatch services and shall provide a copy of said budget to Apple Valley upon completion in accordance with the fiscal procedures of Colorado City carried out pursuant to Arizona law. If either Party fails to appropriate funds as required to fund obligations under this Agreement, the other Party may terminate this Agreement, but any amounts owed for services rendered during the current budget year shall be paid notwithstanding such termination.
- c. As per A.R.S. § 23-1022, any employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Personnel will operate across the jurisdictional boundaries of the Parties as directed by the Communications Manager. Each Party shall provide the notice required by A.R.S. § 23-1022.E.
- d. As per Utah Code Ann. § 11-13-222 all privileges, immunities from liability, exemptions from laws, ordinances, and rules, pensions and relief, disability, workers compensations, and other benefits shall apply to an officer, agent, or employee of a public agency (as defined in the Utah Code) while performing functions under this

Agreement, whether within the territorial limits of Apple Valley or the territorial limits of Colorado City. All provisions of Arizona Revised Statutes Title 12, Chapter 7, Article 2 shall apply to any public entity or public employee performing or otherwise proceeding under this Agreement.

**5. PARTIES TO RETAIN SEPARATE IDENTITIES**

- a. Notwithstanding the provisions of this Agreement, each Party shall, always, retain its separate, legal identity. No separate legal or administrative entity shall be created under this Agreement, although administratively consolidated dispatch operations are intended.

**6. MUTUAL INDEMNIFICATION**

- a. To the extent permitted by law, the Parties shall indemnify, defend and hold harmless the other Party, its elected officials, officers, employees and agents from and against all claims, actions, judgments, costs and expenses, to the extent arising out of any act or omission of the indemnifying Party or its officers, officials, employees and agents resulting in a claim or claims for bodily injuries or damages to persons or property or other liability, real or personal, in connection with this Agreement.
- b. The Parties shall give each other prompt and reasonable notice of any such claims or actions. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability based upon the relative degree of fault and proportionate payment of possible litigation expenses and damages pursuant to the Joint Defense Memorandum of Understanding and Agreement attached hereto as Exhibit A (collectively, the “Joint Defense Agreement”).
- c. The obligations under this Section 6 shall survive termination of this Agreement.

## 7. IMMUNITY

- a. By entering into this Agreement, the Parties do not (and do not intend to) waive any immunity provided to the Parties hereto or their officials, employees, or agents by Title 63G, Chapter 7, *Utah Code Annotated*, known as the *Governmental Immunity Act of Utah*, (the “Immunity Act”), or under Arizona Revised Statutes Title 12, Chapter 7, Article 2, or by other applicable law.
- b. While performing duties under this Agreement, whether inside or outside the Center employee’s own jurisdiction, each Center employee shall possess the same immunities and privileges as if the duties were performed within the Center employee’s own jurisdiction.
- c. Nothing in this Agreement shall be construed as a waiver of any sort, including, but not limited to, sovereign immunity or other defense available to governmental entities in Utah and Arizona, or as a consent to be sued, or as a submission to the jurisdiction of any court.

## 8. OBLIGATIONS

- a. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law and nothing herein shall be construed or give rise to a general obligation or liability of any Party or a charge against its general credit or taxing powers.

## 9. FILING

- a. A copy of this Agreement shall be placed on file in the office of the official record keeper of each Party and shall remain on file for public inspection during the term of this Agreement. In the event of a renewal of this Agreement the official record keeper shall refile the renewed agreement.

## **10. INSURANCE**

- a. Each Party shall provide comprehensive liability insurance coverage in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 aggregate. Coverage should include general liability, premises/operations, independent contractors, products/completed operations and contractual liability.
- b. Such insurance policy shall be evidenced by a current Certificate of Insurance naming the indemnified Party and its elected official(s), officers, employees and agents as additional insured and shall include a statement that insurance may not be cancelled without 30 days prior written notice to the other Party by first class mail, postage prepaid, other insurance options must be negotiated between Parties.

## **11. SEVERABILITY AND CONFLICTS OF INTEREST**

- a. The provisions of this Agreement are severable. In the event any portion of this Agreement is not enforceable, the remainder shall be enforced with provisions deemed to have been included to the extent necessary to give effect to the intent of the Parties as stated in this Agreement.
- b. No delay, omission or failure to exercise any right of either Party under this agreement shall be construed to be a waiver of any such right or as impairing any such right.
- c. This Agreement may be canceled pursuant to A.R.S. § 38 - 511 in the event of a conflict of interest as described therein.

## **12. AMENDMENTS AND INTEGRATION.**

- a. This Agreement is intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.



- b. The Parties shall work in good faith to implement and resolve details not specified in this Agreement.
- c. No amendment or modification of the terms hereof shall be made unless in writing and approved by the governing bodies of both Parties.

### **13. GENERAL TERMS**

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- b. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party. The Parties agree that nothing in this Agreement alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrests or search and seizure warrants, or to issue service of process.
- c. This Agreement contains the entire agreement between the Parties concerning its subject matter and shall not be modified except by written agreement duly executed by the Parties hereto. There are no oral understandings or agreements not set forth herein.

*[SIGNATURES APPEAR ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the parties hereto agree to carry out the terms of this agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Howard Ream, Mayor  
Town of Colorado City

\_\_\_\_\_  
Michael L. Farrar, Mayor  
Town of Apple Valley

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Shirley Zitting, Town Clerk

\_\_\_\_\_  
Jenna Vizcardo, City Recorder

**APPROVED AS TO FORM AND SUBSTANCE:**

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden  
Colorado City Attorney

\_\_\_\_\_  
Shaun Guzman  
Town of Apple Valley Attorney



February 2nd, 2024

LaDell Bistline, Airport Manager  
Town of Colorado City  
P.O. Box 70  
Colorado City, AZ 86021

Re: Airport Development Reimbursable Grant Agreement  
Colorado City Municipal Airport  
State Grant E4FST 01C

Dear Mr. Bistline:

This state grant is for the following project: **Extend Taxiway.**

Attached is a PDF Airport Development Reimbursable Grant document including Exhibits A through C. Please fill out the forms in their entirety including appropriate dates (including Preliminary Work Provision date on page 2), cost details, committed local funds, and identification of the person authorized to receive grant funds.

**DO NOT DATE** the grant agreement in Part One of page one. Remember to include an ALP-based drawing clearly depicting the project location and scope. Please return (via email) the signed Grant Agreement to the Grant Manager Jeff Webbe [jwebbe@azdot.gov](mailto:jwebbe@azdot.gov) no more than four (4) months from the date of this letter.

It is the Sponsor's responsibility to understand and abide by the requirements of the Grant Agreement. Please reference the ADOT grant number, as well as the Federal Aviation Administration's AIP number, on all correspondence and/or documents related to this project.

Please provide and send a copy of your General Services Agreement (or other contract for professional services) including the scope of work or task order for this project.

If you have any questions, please contact Jeff Webbe at [jwebbe@azdot.gov](mailto:jwebbe@azdot.gov) or 602-712-8958.

Sincerely,

Jeff Webbe, C.M., ACE  
Airport Grants Manager  
MPD/Aeronautics Group  
[jwebbe@azdot.gov](mailto:jwebbe@azdot.gov)  
(Office) 602-712-8958

**Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group**

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the “State”) and the Town of Colorado City, a political subdivision of the State of Arizona (the “Sponsor”), for a grant of State funds for the purpose of aiding in financing a Project of *Extend Taxiway* (the “Project”), for the improvement of the Colorado City Municipal Airport (the “Airport”).

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on January 12<sup>th</sup>, 2024 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

**Sponsor’s Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **February 2nd 2024**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

#### **Obligations**

- 1) The minimum funding participation from the Sponsor shall be Four and Forty-Seven Hundredths Percent (4.47% or \$79,504.00) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Seventy nine thousand, five hundred four dollars (\$79,504.00)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or February 2nd, 2028, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

#### **Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after \_\_\_\_\_ shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

**Part II**

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure **Seventy nine thousand, five hundred four** dollars (**\$79,504.00**), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

\_\_\_\_\_  
(Enter local funding type and location)

- 3) The Sponsor hereby designates \_\_\_\_\_, \_\_\_\_\_  
Name Title  
to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Signature of Sponsor's Representative Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000037187**  
Sponsor Vendor Address: **Town of Colorado City**  
**P.O. Box 70**  
**Colorado City, AZ**

**Exhibits**

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

SPONSOR:

Town of Colorado City  
Colorado City Municipal Airport

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

Title: MPD Division Director, Paul Patane

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

## EXHIBIT A

### **Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

#### **General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall 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 Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise



transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts 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 State, submit a copy of such hearings to the State.

### **Financial**

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. 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 State upon reasonable request.

### **Airport Based Aircraft Reporting**

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

### **Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

#### **Immediate Vicinity Land Use Restriction**

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor 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 or the imaginary surfaces of the Airport upon which State funds have been expended.

#### **Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure 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 preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) 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 engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

- b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
  - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the 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 FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall 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. 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 a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an 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, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any 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.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. 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 State funds.

- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

#### **Sponsor Transactions**

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

#### **Airport Revenues**

The Sponsor shall 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. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

#### **Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
  - 2) Disposition of such land shall 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.
-

## **EXHIBIT B**

### **General Provisions**

#### **Employment of Consultants**

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

#### **Contracts**

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
  - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
  - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

### 3) **Liability of Subcontractors**

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

### **Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

### **Reports**

#### 1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

### Changes

**Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement.** Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

### Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the 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 will be kept in accordance with A.R.S. 35-214.

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 relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.



**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

**Title VI List of Pertinent Nondiscrimination Authorities**

During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Sponsor”) agrees to comply with the following non-discrimination statutes and authorities, Including but not limited to:

- 1) 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);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs of activities” to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).

- 13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

## EXHIBIT C

### Specific Provisions and Project Schedules

#### Provisions for Design/Construction

##### Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

##### Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

#### **FAA Notice of Proposed Construction**

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

#### **Bidding - Alternate Bidding Methods**

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

#### **Based on Bids**

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

#### **Contractor Allowance**

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

#### **Contingencies**

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

#### **Itemized Allowance**

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet

allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

### **Construction Inspection**

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

### **Change Orders**

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

### **Construction Contract Documents**

**Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant.** All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

### Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project’s progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

### Schedule One Design/Construction Project Description and Funding Allocation

**Detailed Project Description:**

***Extend Taxiway***

FAA AIP # 3-04-0076-028-2023

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
<b>Total Project Costs</b>	\$	\$	\$	\$

\*Total of this column to be used in Schedule Two.

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

\*\*\* All force account work is to be approved by the State prior to the grant agreement being signed.

**NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.**



**Schedule Two**  
**Design/Construction Project Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project’s progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

**Instructions:**

- 1) For “Total State Funds” below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

**Total State Funds: \$79,504.00**

**Projected Reimbursement Requests / State Cash Flow**

<b>Calendar Year</b>	Jan	Feb	Mar	Apr	May	Jun
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$
2024	\$	\$	\$	\$	\$	\$
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
<b>Calendar Year</b>	Jul	Aug	Sep	Oct	Nov	Dec
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$
2024	\$	\$	\$	\$	\$	\$
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$

**Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.**

**Schedule Three  
Design/Construction Project Milestones**

**Milestone Duration Guidelines**

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

<b><u>Design/Construction Milestone Schedule</u></b>
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Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
<b>Consultant Selection Phase</b>					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
<b>Design &amp; Engineering Phase</b>					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
<b>Bidding Phase</b>					
Bid Set Submitted (100%) for Review/Approval					
Issue Invitation for Bids					
Submit Bid Tab for State Review/Approval					
Award Construction Contract/Submit to the State					
<b>Construction Phase</b>					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

\* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

**RESOLUTION NO. 2024-03**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED "ORDINANCE NO. 2024-\_\_" ADOPTING AMENDMENTS TO THE TOWN CODE TITLE XV CHAPTER 152 ZONING CODE

**WHEREAS**, the Town Council is considering adopting amendments to the Town Code Title XV Chapter 152 Zoning Code to allow smaller frontage in the R1-8 single family residential zones, and

**WHEREAS**, the amendments to the Town Code Code Title XV Chapter 152 Zoning Code to allow smaller frontage in the R1-8 single family residential zones have been reviewed by the Towns legal counsel, and

**WHEREAS**, amendments to the Town Code Code Title XV Chapter 152 Zoning Code to allow smaller frontage in the R1-8 single family residential zones are prepared for a first reading.

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

That certain document entitled "Ordinance No. 2024-07 an ordinance adopting amendments to the Town Code Code Title XV Chapter 152 Zoning Code to allow smaller frontage in the R1-8 single family residential zones by reference, three copies of which are on file in the office of the Town Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the Town Clerk.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Colorado City, Arizona, this 12<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

**ORDINANCE NO. 2024-07**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, ADOPTING AMENDMENTS TO THE TOWN CODE TITLE XV CHAPTER 152 ZONING CODE**

**WHEREAS**, on February 12, 2024, this document entitled “Ordinance No. 2024-07” adopting amendments to “Town Code Title XV, Chapter 152 Zoning Code had a first reading: and

**WHEREAS**, on March 11, 2024, this document was read a second time; and

**WHEREAS** the Mayor and Council deem it necessary to amend the Zoning provisions of the Town Code to clarify and establish development standards.

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

**Section 1:** That Town Code Title XV, Chapter 152, Zoning Code, Section 152.027 Residential Districts Table 2.2-2: Residential District Development Standards be amended as follows:

**Table 2.2-2: Residential District Development Standards**

Zoning District	Density, Maximum (dwelling units/gross acre)	Lot Dimensions, minimum		Setbacks			Lot coverage maximum (%)	Building height maximum (feet)	
		Lot size (square feet)	Lot Width (feet)	Front (feet)	Side (feet)	Rear (feet)			
Single-Family Residential	RA-5	-	5 acres	200	25	10	25	-	35
	RE-2A	-	87,120	200	25	10	25	15	35
	RE-1A	-	43,560	150	25	10	25	20	35
	R1-20	-	20,000	75	20 <sup>2</sup>	10	20	35	30
	R1-12	-	12,000	75	20 <sup>2</sup>	10	20	35	30

		R1-8	-	8,000	<del>7055</del>	20 <sup>2</sup>	5 w/15 aggregate <sup>4</sup>	20	35	30
		MHS	10	3 acres / 5,000 lot	40	15 <sup>3</sup>	5 <sup>4</sup>	10	45	30
Multi-Family Residential	M P H	Manufactured Home Park	10 (spaces / gross acre)	3 acres / 3,000 lot	40	15 <sup>3</sup>	5 <sup>4</sup>	10	50 (space)	30
	M P H	Recreational Vehicle Park	18 (spaces / gross acre)	2 acres / 1,200	28	10	5	5	-	20
	R-2	Single-Family Detached	7	6,000	35	15 <sup>3</sup>	5 <sup>4</sup>	10	50	30
	R-2	All other uses	12	7,000 site <sup>6</sup>	-	20	15 <sup>5</sup>	15 <sup>5</sup>	50 <sup>7</sup>	30
		RM	12 (min)	7,000 site <sup>6</sup>	-	20	15 <sup>5</sup>	15 <sup>5</sup>	50 <sup>7</sup>	35

- 1 Lot width is measured at front setback.
- 2 Front setback shall be 15 feet for side entry garages and/or covered front porch.
- 3 Front setback shall be 20 feet for front entry garages and carports.
- 4 For all corner lots adjacent to a public right-of-way, the minimum street side yard setback shall be ten feet.
- 5 Zero feet for dwelling units with common walls.
- 6 For Single-Family Attached uses within a common site, the minimum individual lot/dwelling unit size shall be 1,500 square feet.
- 7 For Single-Family Attached uses within a common site, the maximum individual lot/dwelling unit coverage shall be 95%.

**Section 2:** If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of these amendments to the Town of Colorado City Zoning 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 thirty (30) days from adoption.

**PASSED AND ADOPTED** by the Town Council of Colorado City, Arizona this 11<sup>th</sup> day of March 2024.

**ATTEST:**

**TOWN OF COLORADO CITY**

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

\_\_\_\_\_  
Mayor

**APPROVED AS TO FORM:**

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

DRAFT

**RESOLUTION NO. 2024-04**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, ADOPTING A WATER INFRASTRUCTURE IMPROVEMENTS PLAN AND LAND USE ASSUMPTIONS

**WHEREAS**, the Town Council met in a work session on October 31, 2023 and reviewed among other things water master planning, a water impact fee enactment process, water capital facilities planning; and

**WHEREAS**, the Plan has been reviewed and recommended by the Infrastructure Improvements Advisory Committee for the Town of Colorado City; and

**WHEREAS**, On November 9, 2023, the Town published and posted a notice of public hearing, to be held January 8, 2024, regarding water infrastructure improvements plan and land use assumptions pursuant to A.R.S. § 9-463.05 on the Town's website and in three public locations in Colorado City; and

**WHEREAS**, the proposed water infrastructure improvements plan (*may also be referred to as impact fee facilities plan*) together with land use assumptions has been posted on the Town's website since November 9, 2023, and made available and distributed to the public; and

**WHEREAS**, a public hearing was held on January 8, 2024, where the Town received input from the members of the public regarding the findings, conclusions and recommendations of the water infrastructure improvements plan and land use assumptions prepared by Sunrise Engineering, a copy of which is attached hereto; and

**WHEREAS**, it has been at least thirty days since the public hearing was held and the Plan is prepared for adoption.

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

**Section 1:** The infrastructure improvements plan (*may also be referred to as impact fee facilities plan*) with the land use assumptions is hereby adopted in substantially the form and substance of Exhibit-A, attached hereto and incorporated herein by reference.

**Section 2:** Setting a date and time for a Public Hearing on the proposed culinary water development fees to be held Thursday March 14, 2024 at 6:00 p.m.MDT.



**Section 3:** The Mayor, Town Manager, Town Clerk, Utility Board and staff are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Colorado City, Arizona, this 12<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

DRAFT

# HILDALE CITY & TOWN OF COLORADO CITY CULINARY WATER MASTER PLAN UPDATE

January 2024

**DRAFT**

PREPARED BY:



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Washington, UT 84780  
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## **Appendices**

**Appendix A – Growth Analysis**

**Appendix B – Water Use Analysis**

**Appendix C – Engineers Opinion of Probable Cost**

**Appendix D – System Maps**

**Appendix E – Impact Fee Analysis**

**Appendix F – Impact Fee Certification**

## I. INTRODUCTION

Hildale City is located along Highway 59 in Washington County in southwestern Utah. The Town of Colorado City is neighboring Hildale, just across the border in Mohave County, Arizona. The water system is shared and funded by both communities (city) and is operated and maintained by the Hildale & Colorado City Utility Department (HCCUD) through an Inter-Governmental Agreement (IGA) with Colorado City. This plan was created with coordination from staff from Hildale City, the Town of Colorado City and the HCCUD.

Hildale City completed a previous Culinary Water Master Plan Update in 2020, which was an update to their 2014 plan. Hildale City has contracted with Sunrise Engineering to complete an update to the 2020 plan. While this is a shorter window between plans than is typical, the city has recognized that conditions and future projections have changed significantly in that short time period. The intent of this update is to account for these changes.

The culinary water system has been analyzed under the State of Utah Division of Drinking Water guidelines to determine the current system status and to evaluate possible system needs as the community grows during the next 20 years. As part of this plan, Sunrise Engineering, Inc. has included recommended improvements to the culinary water system and has developed a potential financing plan that will help Hildale City and the Town of Colorado City obtain the necessary funds for the recommended improvements.

This plan also serves as the Impact Fee Facilities Plan for Hildale City and includes an Impact Fee Analysis. This plan also serves as the Infrastructure Improvements Plan for the Town of Colorado City.

This report does not analyze water rights or a secondary water system. This plan also does not include a user rate analysis.

## II. SYSTEM USERS' ANALYSIS

### A. LENGTH OF PLANNING PERIOD

It is typical for a master plan to use a 10 or 20-year planning period. The first year of a 10-year planning period would be the calendar year 2024 with the 10<sup>th</sup> and final year being 2033. This plan will use fiscal years and will assume a 20-year (2024-2043) planning period for recommended improvements. This period will allow an adequate evaluation of the system for potential infrastructure improvements or other needs. Revenue sources should be carefully evaluated each year as budgets are set by the city and town council.

### B. PROJECTED GROWTH RATE

An important element in the development of the water system and capacity analysis is the projection of the city's population growth rate on an annual basis. This projection gives the planner an idea of the potential future demands on the culinary water system for the length of the planning period.

Projecting the number of future culinary water connections can be a subjective process. The most effective method of estimating the number of future connections is by analyzing past historical numbers of connections and census records. Because Hildale and Colorado City utilize the same water system, the census records and past numbers of connections of both Hildale and Colorado City were included in the analysis. In the past five years the communities have seen a fluctuation of positive and negative growth rates. Due to this fluctuation, analyzing the historical growth rates is an inaccurate method of predicting future growth for these communities. Figure II-1 below shows the historic population in both communities.

Figure II-1: Historic Population

Calendar Year	Hildale Population	Colorado City Population	Total Population	Est. Growth Rate	Number of Connections
2018	2,916	4,825	7,741	0.21%	863
2019	2,910	4,836	7,746	0.06%	763
2020	2,727	4,531	7,258	-6.30%	799
2021	2,825	4,694	7,519	3.60%	855
2022	2,931	4,871	7,802	3.76%	1,113

At the time of the previous plan, the communities anticipated minimal to no growth for the first few years of the planning window. However, in the past few years the communities have seen a significant increase in number of connections, and there are multiple new developments that are in various stages of construction and planning that are anticipated to come to each community in the planning window. Development is anticipated to continue at a relatively high rate for the length of the planning window. This abrupt change in growth is one of the main reasons the city is updating their culinary water master plan after only a few years.

Staff and elected officials from both communities looked at the upcoming developments in different stages of the approval process to determine a realistic number of anticipated new connections in future years. The number of anticipated new connections was used to determine a growth rate. In the discussions with staff from each community, it was determined that based on the expected timeline of new developments, a higher than typical growth rate will be assumed over the 20-year planning period. The following growth rates were used for this study:

- 2024-2028 (first 5 years) – 10% per year
- 2029-2033 (second 5 years) – 12% per year
- 2034-2038 (third 5 years) – 10% per year
- 2039-2043 (last 5 years) – 8% per year

### C. PROJECTED POPULATION & NUMBER OF CONNECTIONS

Based on the forecasted growth rates referenced above, the number of connections the city will need to plan for can be calculated with the compound interest formula shown below.

$$F = P(1 + i)^N$$

F = Future Population      P = Present Population

i = Projected Growth Rate    N = Years

This equation was used to project the community population and number of connections for each year in the planning period. Figure II-2 below shows a summary of the growth rate analysis. Appendix A shows the full analysis.

Figure II-2: Growth Rate Analysis Summary

Calendar Year	Est. Growth Rate	Hildale Population	Colorado City Population	Total Population	Hildale Connections	Colorado City Connections	Total Connections
2023		3,224	5,358	8,582	435	790	1,224
2024	10.0%	3,547	5,894	9,440	478	869	1,347
2025	10.0%	3,901	6,483	10,384	526	956	1,481
2026	10.0%	4,291	7,132	11,423	578	1,051	1,630
2027	10.0%	4,720	7,845	12,565	636	1,156	1,792
2028	10.0%	5,192	8,629	13,822	700	1,272	1,972
2029	12.0%	5,816	9,665	15,480	784	1,425	2,208
2030	12.0%	6,513	10,825	17,338	878	1,596	2,473
2031	12.0%	7,295	12,124	19,419	983	1,787	2,770
2032	12.0%	8,170	13,578	21,749	1,101	2,001	3,103
2033	12.0%	9,151	15,208	24,359	1,233	2,242	3,475
2034	10.0%	10,066	16,729	26,794	1,357	2,466	3,822
2035	10.0%	11,073	18,401	29,474	1,492	2,712	4,205
2036	10.0%	12,180	20,241	32,421	1,641	2,984	4,625
2037	10.0%	13,398	22,266	35,663	1,806	3,282	5,088
2038	10.0%	14,738	24,492	39,230	1,986	3,610	5,596
2039	8.0%	15,917	26,452	42,368	2,145	3,899	6,044
2040	8.0%	17,190	28,568	45,758	2,317	4,211	6,528
2041	8.0%	18,565	30,853	49,418	2,502	4,548	7,050
2042	8.0%	20,050	33,321	53,372	2,702	4,912	7,614
2043	8.0%	21,654	35,987	57,641	2,918	5,305	8,223



It is important to understand that projected growth rates are not the cornerstone of this plan. If the number of system connections projected is reached earlier or later than anticipated, future improvements to support growth may come either earlier or later.

#### D. PROJECTED EQUIVALENT RESIDENTIAL UNITS (ERU)

The water system is made up of multiple connection types. Hildale City and the Town of Colorado City report their different connections to the state as either residential, commercial, industrial, or institutional. Figure II-3 shows a summary of the number of connections by type.

Figure II-3: Total Number of Units Per Connection Type

Year	Residential	Commercial	Industrial	Institutional	Total
2018	730	72	24	37	863
2019	667	66	18	12	763
2020	695	70	20	14	799
2021	742	75	23	15	855
2022	939	98	28	48	1,113
2023	1,033	108	31	53	1,225

Each of these different connection types use different amounts of water at different flow rates. To properly analyze the systems usage, the number of connections is converted to equivalent residential units (ERU). This is done by taking the usage per connection of each connection type and dividing by the usage per connection of the average residential connection. Figure II-4 and Figure II-5 show the number of ERUs per connection type and the total number of ERUs. This plan will use the number of ERUs instead of the number of connections.

Figure II-4: ERUs Per Connection Type

Residential	Commercial	Industrial	Institutional
1.0	1.4	1.1	1.7

Figure II-5: Total Number of ERUs Per Connection Type

Year	Residential	Commercial	Industrial	Institutional	Total
2018	730	71	14	33	848
2019	667	90	23	26	806
2020	695	114	14	32	855
2021	742	109	22	51	924
2022	939	142	32	82	1,195
2023	1,033	156	35	90	1,314

Applying the growth rates that were established in Figure II-2 to the number of ERUs, the projected number of ERUs can be found for the end of the planning period.

Figure II-6: Projected Number of ERUs

Calendar Year	Hildale ERUs	Colorado City ERUs	Total ERU
2023	468	847	1,315
2024	515	931	1,446
2025	566	1,024	1,591
2026	623	1,127	1,750
2027	685	1,239	1,925
2028	754	1,363	2,117
2029	844	1,527	2,371
2030	945	1,710	2,656
2031	1,059	1,915	2,974
2032	1,186	2,145	3,331
2033	1,328	2,403	3,731
2034	1,461	2,643	4,104
2035	1,607	2,907	4,514
2036	1,768	3,198	4,966
2037	1,945	3,518	5,462
2038	2,139	3,870	6,009
2039	2,310	4,179	6,489
2040	2,495	4,513	7,008
2041	2,695	4,875	7,569
2042	2,910	5,265	8,175
2043	3,143	5,686	8,829

### E. AVERAGE CULINARY WATER USAGE

The State of Utah Public Drinking Water regulations require public water systems to meet requirements based upon usage. These requirements are found in the State Code R309. The code provides a standard usage based upon the types of connections serviced in a system. For a standard residential connection, the code says to assume an average daily usage of 400 gallons per day (gpd) per ERU. Historical usage data was provided by the HCCUD and that usage was compared against the 400 gpd to check if it would adequately represent the usage in the city’s system.

The historical usage from the city was from meter data over the past 5 years (2018-2022). To check against the usage indicated in the State’s Code R309, the average usage per ERU was calculated from the historical usage. The total average usage over the past 5 years was divided by the average number of ERUs and then converted to gpd/ERU as shown in the calculations below.

$$285,751,000 \text{ gallons} / 926 \text{ ERU} = \mathbf{308,920 \text{ gallon/ERU/year}}$$

$$308,920 \text{ gallon/ERU/year} / 365 \text{ days/year} = \mathbf{846 \text{ gpd/ERU}}$$

Figure II-7 shows a summary of the average usage and historical data that is explained above.

Figure II-7: Hildale & Colorado City Historical Usage Summary

Year	Total Usage (Thousand Gallons)	Number of Connections	Usage per Conn (gpd/conn)	Number of ERUs	Usage per ERU (gpd/ERU)
2018	303,105	863	962	848	979
2019	251,780	763	904	806	856
2020	285,109	799	978	855	914
2021	279,736	855	896	924	829
2022	309,026	1,113	761	1,195	708
5-Year Avg:	285,751	879	900	925	846

The 846 gpd/ERU average usage calculated from the city’s historical usage is significantly higher than the usage that is indicated for use in the state code. This is because the average household size in the communities of Hildale City and Colorado City is larger than the average household size in the rest of the state. Because of the larger usage per ERU, this plan will determine usage demand based on the historical usage instead of the numbers from the state code. This method will result in a more realistic analysis and is the more conservative of the two methods.

The calculations in this report will be based on the historical average usage of **846 gpd/ERU** (0.59 gpm/ERU). It is recommended that future improvements be sized based on this average usage.

#### F. PEAK DAY DEMAND CULINARY WATER USAGE

Peak Day Demand (PDD) is defined by the Utah Administrative Code as the “anticipated water demand on the day of the highest water consumption”. The state code uses 800 gpd/ERU for a peak day demand of a standard residential unit which is twice the average day demand. Therefore, it can be assumed that the PDD for this plan is double the 846 gpd/ERU average demand calculated above. Doubling the average usage results in a peak demand of **1,692 gpd/ERU** (1.17 gpm/ERU).

#### G. PEAK INSTANTANEOUS DEMAND CULINARY WATER USAGE

Peak Instantaneous Demand (PID) can be described as the highest demand at any one instance in the system. This can be determined based on hourly usage if such data is available. Where hourly usage data does not exist, which is the case of this study, the State Code uses the following method to calculate the PID:

Indoor Usage:

$$Q_{peak\ indoor} = 10.8 \times N^{0.64}$$

Where N is the number of connections and Q is the flow in gpm

Outdoor Usage:

$$Q_{peak\ outdoor} = N \times Irr. \text{ Acreage} \times Demand\ Factor$$

Where N is the number of connections, Irr. Acreage is the average area that is irrigated throughout the system and the Demand Factor is based on the zone given in Table 510-7 of R309-510 of the Utah Administrative Code.

This calculation results in a PID of **2,446 gpm** for the year 2024. It's important to note that the formula does not take into account the average household size, only the number of connections. The PID is expected to go down as the average household size decreases.

## H. CONSERVATION

This plan assumes a conservation rate of 0.5% per year over the planning period. This conservation factor is used to represent any conservation efforts from the city, existing connections, or new connections. This rate also takes into account the decrease in average household size that the communities are currently experiencing. This conservation results in the following demands at the end of the planning window.

- ADD (2043) = 766 gpd/ERU
- PDD (2043) = 1,531 gpd/ERU

The conservation factor is not used for the PID. As mentioned above, the PID is the highest demand on the system at any given moment. Conservation efforts do not have a major impact on the amount of water that could be used at any given moment.

### III. WATER SOURCE CAPACITY ANALYSIS

#### A. EXISTING WATER SOURCE

To analyze source capacity, all available culinary water sources must first be identified. These sources are listed in Figure III-1. The flow capacity numbers were acquired from the HCCUD.

Figure III-1: Hildale and Colorado City Existing Water Sources

Name/#	Flow (CFS)	Flow (gpm)
<b>Wells</b>		
4	0.265	119
8	0.134	60
10	0.189	85
11	0.178	80
17*	0.223	100
19	0.223	100
21	0.446	200
22	0.223	100
24	0.178	80
Academy	0.512	230
Power Plant**	0.000	0
<b>Subtotal</b>	<b>2.571</b>	<b>1154</b>
<b>Springs</b>		
Jans Canyon	0.036	16
Maxwell Canyon	0.143	64
<b>Subtotal</b>	<b>0.178</b>	<b>80</b>
<b>Total Source</b>	<b>2.750</b>	<b>1234</b>

\*Well 17 is currently being refurbished and is anticipated to produce 100 gpm once it is finished.

\*\*Power Plant Well can produce 244 gpm but is currently not plumbed to the treatment plant so it is unavailable and not counted as a source.

Listed spring flows are relatively constant. These springs were developed from a horizontal bore into the Navajo sandstone formation. The springs are currently used for Maxwell Park and a fill station. With the springs being used for these non-culinary uses the culinary system does not realize the full 80 gpm associated with the springs. These uses are unmetered, so it is not known what percentage of the spring water goes into the culinary water system.

#### B. EXISTING REQUIRED WATER SOURCE CAPACITY

The Utah State Code R309-510-7 states that a water system’s source needs to meet “the anticipated water demands on the day of the highest water consumption which is the Peak Day Demand”. The PDD was determined Section II.F as 1,692 gpd/ERU. The source capacity demand for the water system was calculated by multiplying the PDD from Section II.F by the total number of ERUs existing in the system. The results of the analysis are presented in gallons per minute. The results of this analysis are shown in Figure III-2 and the calculation is shown in Appendix B.

Figure III-2: Required Source Capacity (Existing Conditions)

Total Required Source Capacity	1,700 gpm
Total Existing Source Available	1,234 gpm
Existing Source Capacity Deficit	-466 gpm

### C. PROJECTED REQUIRED WATER SOURCE CAPACITY

The projected culinary water source capacity required at the end of the planning period is determined from the same factors explained in Section III.B, but the projected number of ERUs is inserted into the calculations instead of the number of existing ERUs. The results of the analysis are shown below in Figure III-3, Figure III-4, and Figure III-5.

Figure III-3: Required Source Capacity (5-year Planning Period)

Total Required Source Capacity	2,440 gpm
Total Existing Source Available	1,234 gpm
Existing Source Capacity Deficit	-1,206 gpm

Figure III-4: Required Source Capacity (10-Year Planning Period)

Total Required Source Capacity	4,190 gpm
Total Existing Source Available	1,234 gpm
Existing Source Capacity Deficit	-2,956 gpm

Figure III-5: Required Source Capacity (20-Year Planning Period)

Total Required Source Capacity	9,397 gpm
Total Existing Source Available	1,234 gpm
Existing Source Capacity Deficit	-8,163 gpm

### D. RECOMMENDED WATER SOURCE CAPACITY IMPROVEMENTS

The analysis above shows that the existing available source is not sufficient to accommodate a peak day demand. The historical experience has been that during peak summer months with the system running at full capacity, the city is unable to provide enough water. Without being able to provide enough water to meet system demand the water levels in the storage tanks gradually drop during summer months affecting available fire flow and water pressures. This has caused both communities to enact water restrictions during summer months for the last several years.

Significant source availability improvements are needed now as well as in upcoming years. Hildale City and the Town of Colorado City have performed multiple studies over the years looking at different ways to improve the quantity and quality of available source. These studies, as well as this plan, provided several recommended improvements. This plan incorporates the recommendations from these studies. However, these improvements do not provide enough sources to cover the required source capacity in the planning windows.

In order to increase the available source to meet the projected required source capacity, this plan assumes that a significant number of new wells will need to be drilled. In addition to the recommended improvements from previous studies, this plan recommends additional well fields to be installed at the 0–5-year, 6-10-year, and 11-20-year windows. These well fields are included in the recommendations as 6 single projects with one well field for each community in each of the planning windows. The following assumptions were used in calculating the number of needed wells:

- Each well has a flow of 120 gpm, the average flow of all existing wells.
- The required flow for each planning window's well field is equivalent to the source deficit at the end of each planning period.
- The number of wells required was found by taking the total required flow divided by the average flow per well, then multiplied by the respective percentage to split the number of wells between the two states.

It is recommended that a well siting study be performed to identify the best possible locations to drill new wells. Because locations are not specified for these additional wells, the wells are not shown in the recommended improvements map in Appendix D.

## 1. 1 TO 5 YEAR IMPROVEMENTS

- Treatment Plant Wells – The quickest available option to help increase source capacity is to drill two additional wells on the Arizona side of the system, one shallow well and one deep well. This portion of Arizona is an open basin and does not require obtaining water rights to drill and use a well. The city is currently working on a study to evaluate the locations of these two wells. The preliminary idea is to drill the wells near the treatment plant. Based on the output of existing wells, it is anticipated that these wells will produce roughly 80 gpm for the shallow well and 120 gpm for the deep well. The well study will help refine these estimated flows.
- 5-Year Arizona Well Field – It is anticipated that this project will comprise of 7 wells producing the needed total of 840 gpm.
- 5-Year Utah Well Field – It is anticipated that this project will comprise of 7 wells producing the needed total of 840 gpm and will require corresponding water rights.

## 2. 6 TO 10 YEAR IMPROVEMENTS

- 10-Year Arizona Well Field - It is anticipated that this project will comprise of 8 wells producing the needed total of 960 gpm.

- 10-Year Utah Well Field - It is anticipated that this project will comprise of 8 wells producing the needed total of 960 gpm and will require corresponding water rights.

### 3. 11 TO 20 YEAR IMPROVEMENTS

- Trailhead Well 1 – The city is looking at drilling additional wells in the nearby canyons to the northeast. The water from these canyons would be obtained from different geologic formations than their current wells. The hope is that the water quality is similar to the Jans Canyon and Maxwell Canyon springs. Trailhead Well 1 would be located on city owned property near the Squirrel Canyon Trailhead. This well would provide additional source to the city but primarily will act as a test to determine potential quantity and quality of water. It is estimated that this well could produce 175 gpm. These wells are in Utah and will require water rights to drill and use the well. The city currently has water rights that can apply for a water rights transfer to the location of the proposed well.
- Trailhead Well 2- If the Trailhead Well 1 proves to be a successful route for obtaining additional source, it is recommended that the city continue to pursue this source with an additional well on the city owned land next to the Squirrel Canyon Trailhead. This well and all future wells up the canyon will require obtaining additional water rights. This well is also estimated to produce 175 gpm.
- Hildale Groundwater Project Phase I - If the Trailhead Wells are successful at producing good quality water, this plan recommends that additional wells be drilled in the area northeast of Hildale. These wells would be located on Bureau of Land Management (BLM) property and would require environmental studies and going through BLM's process (such as a SF299 application and Plan of Development) for obtaining right-of-way on BLM land. The city has already begun working through this process with the help of the Washington County Water Conservancy District. Based on the best available information that the city has, it is estimated that this project would produce roughly 350 gpm. The exact location of these wells will be determined through coordination with the city and BLM.
- Hildale Groundwater Project Phase II- This phase involves drilling two additional wells in different location than Phase I but in the same general BLM owned area. Phase II would require the same BLM process and need for additional water rights. This phase is also estimated to produce roughly 350 gpm.
- Hildale Groundwater Project Phase III – This phase is similar to the first two and involves additional wells in the BLM owned area Northeast of Hildale. It is estimated that this phase will produce 175 gpm.
- 20-Year Arizona Well Field - It is anticipated that this project will comprise of 14 wells producing the needed total of 1,680 gpm.
- 20-year Utah Well Field - It is anticipated that this project will comprise of 14 wells producing the needed total of 1,680 gpm and will require corresponding water rights.