

SHOW LOW CITY COUNCIL
REGULAR MEETING - TUESDAY, JUNE 16, 2026

PURSUANT to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, June 16, 2026, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

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

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

6. **CONSENT CALENDAR:**

- A. Consideration of Approval of Renewal Agreement with White Mountain Meals on Wheels for Managing Turn of the Card Community Center for Fiscal Year 2026-27 (Grace Payne)
- B. Consideration of Approval of Renewal Agreement with Show Low Historical Society for Fiscal Year 2026-27 (Grace Payne)
- C. Consideration of Approval of Renewal Agreement with Show Low Main Street for Fiscal Year 2026-27 (Grace Payne)
- D. Consideration of Approval of Renewal Agreement with Show Low Chamber of Commerce for Fiscal Year 2026-27 (Steve North)
- E. Consideration of Approval of Annual Purchase Orders for Fiscal Year 2027 (Justin Johnson)
- F. Consideration of Resolution No. R2026-16 Adopting an Annual Policy and Prescribing Procedures for Purchasing from Mayor and Any Member of Council (Morgan Brown)
- G. Consideration of Adoption of Resolution No. R2026-15 Designating Chief Fiscal Officer for City of Show Low and Authorization to Submit Current Fiscal Year's Annual Expenditure Limitation Report (Justin Johnson)
- H. Consideration of Approval of Bilateral Lease Amendment No. DFC26 to Lease No. LAZ02201 with General Services Administration for Bureau of Indian Affairs at 3401 Airport Loop Road at Show Low Regional Airport (Jacob Allen)
- I. Consideration of Approval of Bilateral Lease Amendment No. DFC26 to Lease

No. LAZ02265 with General Services Administration for Transportation Security Administration at Show Low Regional Airport Terminal (Jacob Allen)

- J. Consideration of Approval of Emergency Facilities and Land Use Agreement with United States Department of Agriculture Forest Service at Show Low Regional Airport (Jacob Allen)
- K. Consideration of Approval of Agreement with EarthScope Consortium GPS Station P015 for Permit Renewal Request at Show Low Regional Airport (Jacob Allen)
- L. Consideration of Acceptance of Aquatic Center Parking Lot Expansion, City of Show Low Project No. 4452684 (Chris Reid)
- M. Consideration of Acceptance of Show Low Public Works Building Design Build, City of Show Low Project No. FM-0125 (Shane Hemesath)
- N. Consideration of Acceptance of Timothy McKay Memorial Park Building Remodel, City of Show Low Project No. 45526117A (Shane Hemesath)
- O. Consideration of Acceptance of City Hall Security Improvements - Phase 1, City of Show Low Project No. 4452092 (Shane Hemesath)
- P. Consideration of Approval of Pet Allies Shelter Service Agreement (Greg Westover)
- Q. Consideration of Minutes of Show Low City Council meetings:
 - 1. Regular Meeting of June 2, 2026

7. **NEW BUSINESS:**

- A. Consideration of Acceptance of Access Control System Replacement by AMK Solutions, LLC, Approval of Scope Revision, and Authorization of Associated Budget Transfers (Chris Tewalt)
- B. Consideration of Acceptance of Ellsworth and Sylvester Waterline, City of Show Low Project No. 76026113, Approval of Scope Revision, and Authorization of Associated Budget Transfers (Chris Reid)
- C. Consideration of Award of Contract for Purchase of Tasers from Axon Enterprise, Inc. (Greg Westover)
- D. Consideration of Ordinance No. 2026-05, Authorizing Exchange of Parcels of Real Property of Substantially Equal Value with ANNSH LLC (Anna Atencio)
- E. **PUBLIC HEARING** Regarding Final Budget for Fiscal Year Ending June 30, 2027, and Proposed Secondary Property Tax Levy and Consideration of Resolution No. R2026-17 Adopting Final Budget for Fiscal Year Ending June 30, 2027 (Justin Johnson)

8. **AT THIS TIME, THE CITY COUNCIL WILL RECESS INTO A SPECIAL MEETING OF THE SHOW LOW BLUFF COMMUNITY FACILITIES DISTRICT BOARD TO ADOPT THE TENTATIVE BUDGET FOR FISCAL YEAR 2026-27 FOR THE DISTRICT:**

9. **SUMMARY OF CURRENT EVENTS:**

- A. Council Members
- B. Mayor

C. City Manager

10. **SCHEDULE OF MEETINGS:**

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

11. **ADJOURNMENT:**

SCHEDULED MEETINGS/EVENTS:

DATE	TIME	EVENT NAME
06/16/2026	7:00 PM	CITY COUNCIL – REGULAR MEETING
06/16/2026	7:00 PM	SHOW LOW BLUFF CFD BOARD – SPECIAL MEETING
06/23/2026	7:00 PM	P&Z COMMISSION – REGULAR MEETING

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

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

Council Chambers will open at least fifteen minutes prior to the meeting to allow public access to the room. Council Chambers has a maximum occupancy of 139 people.

Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on June 12, 2026.

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Renewal Agreement with White Mountain Meals on Wheels for Managing Turn of the Card Community Center for Fiscal Year 2026-27 (Grace Payne)

RECOMMENDATION

I **MOVE** to renew the agreement with White Mountain Meals on Wheels, Inc. to manage the Turn of the Card Community Center for fiscal year 2026-27 and authorize the Mayor to sign said agreement.

BACKGROUND

The agreement with White Mountain Meals on Wheels to manage the Turn of the Card Community Center is due for renewal on July 1, 2026, for another year.

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

Meals on Wheels provides all hiring, firing, and training of their employees, as well as payment of all their employee wages, and maintains liability and property insurance. They also provide a quarterly financial report to the City and make an annual presentation to the City Council.

The agreement reflects the annual consideration of \$70,000, as discussed during this year's budget meetings, an increase of \$5,000 over the previous year. The City pays for all the utilities except phone and refuse services at the Community Center and maintains insurance on the building for property damage and liability. The City also provides snow removal, performs major repairs, maintains the building, landscaping, parking lot, and outside lights, and deep-cleans and maintains the flooring as needed.

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

Staff recommends renewing the agreement with White Mountain Meals on Wheels, Inc.

ATTACHMENTS

1. Meals on Wheels Agreement

FISCAL IMPACT

Total cost: \$70,000

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

Agreement for Management of the Turn of a Card Community Center

THIS Agreement is made and entered into this 16th day of June 2026, by and between WHITE MOUNTAIN MEALS ON WHEELS, INC., hereinafter referred to as "MOW" and the CITY OF SHOW LOW, hereinafter referred to as "City."

WHEREAS, the City owns the building known as the Turn of a Card Community Center ("Community Center") located at 301 East McNeil in Show Low, Arizona, hereinafter referred to as the "property"; and

WHEREAS, the City desires to have White Mountain Meals on Wheels, Inc. (MOW) continue to manage the Community Center, providing an important public service to the citizens of Show Low by offering nutritious meals, congregate dining, and social and recreation opportunities; and

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

NOW THEREFORE, in consideration of the following:

1. **SERVICES AND PAYMENT.**

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

- A. Deliver Meals to qualifying seniors in the community and provide congregate meals for lunch, Monday through Friday, except holidays at the Community Center. MOW may adjust the Friday schedule between October 15 and May 15 to meet seasonal needs.
- B. Manage the Community Center by scheduling all activities, maintain the Community Center, including cleaning, dusting, maintenance, and small repairs (under \$500), maintain a clean parking lot, light cleaning of windows and bathrooms, any pest control other than the monthly service from the City and to promptly report any maintenance issues that are the City responsibility to the Community Services Director for the City of Show Low.
- C. MOW to hire, fire, train, and maintain employment records and pay all salaries.
- D. MOW shall maintain proper liability insurance and property insurance on MOW equipment and list the City as an additional insured as required in paragraph 10 below. MOW to pay for the phone and garbage services.

- E. Maintain hours at the Community Center from 8:00 a.m. to 3:00 p.m. between October 15 to May 15 of each year and from 8:00 a.m. to 4:00 p.m. from May 16 to October 14 of each year.
- F. Allow the City to use the space for appropriate activities provided the City provides reasonable notice to MOW.
- G. MOW will present a written report on an annual basis to the City Council at a City Council Meeting. MOW will also provide a written quarterly report to the Community Services Director to be given to the City Council. The report shall provide information on the number of congregate meals and meals delivered to seniors in the community and provide the activities and participation by the seniors in the activities, a detailed report on the budget and use of city funds, and provide information on any major maintenance issues that need to be addressed at the Community Center.

City to provide the following:

- A. The City shall fund the Community Center programs and management in the amount of \$70,000.00 annually, which may be made in quarterly installments of \$17,500.00. The first payment shall be due July 1, 2026, and every quarter thereafter during the term of this Agreement. The amount under the contract shall be reviewed annually.
 - B. The City shall pay the gas, electric, sewer and water utilities at the Community Center.
 - C. The City shall maintain insurance on the building for property damage and liability.
 - D. The City will maintain the property by doing a major cleaning once a year, snow removal, repair of parking lot and outside lights, and monthly pest control. Floor covering maintenance will be provided on an as-needed basis.
2. **TERM.** This agreement shall be for a period of one (1) fiscal year, commencing July 1, 2026, and ending June 30, 2027, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.
3. **IMPROVEMENTS.** At the end of the term hereof, all improvements on the Community Center shall become the property of the City, except for MOW

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

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

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

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

9. **INTERPRETATION.** This Agreement shall be construed in conformity with the laws of the State of Arizona with proper venue to enforce the agreement in Navajo County, Arizona.
10. **INSURANCE.** MOW agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of MOW as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000.00 combined, single limit for bodily injury and property damage/ \$2,000,000.00 aggregate.

The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2)

written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory. Proof of insurance is required within ten (10) days of execution of this agreement. A violation of this provision may be treated as a material breach by the City.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, MOW, its successors, assigns, and guarantors shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from any negligent or intentional actions, acts, errors, mistakes, omissions, work or services of the MOW, its agents, employees or subcontractors in the performance of this Agreement. MOW's duty to defend, hold harmless, and indemnify the City, its agents, officers, officials, and employees shall arise in connection with any claim, damage, loss, or expenses that are attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any negligent act, error, mistake or omission in the performance of this Agreement including those by any person for whose acts, errors, mistakes or omissions MOW may be liable. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

12. **RENTAL PROVISION.** In the event that the City cancels this Agreement after one year or any subsequent year, the City agrees to rent the kitchen facilities to MOW for a reasonable period of time and reasonable fee with the understanding that if the property is sold, MOW will have to vacate the building.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 16th day of June, 2026.

CITY OF SHOW LOW

John Leech Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

**WHITE MOUNTAIN MEALS ON
WHEELS, INC**

_____,
Board Chair

MTG DATE: 6/16/2026
ITEM: 6.B

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Renewal Agreement with Show Low Historical Society for Fiscal Year 2026-27 (Grace Payne)

RECOMMENDATION

I **MOVE** to renew the agreement between the City of Show Low and Show Low Historical Society for fiscal year 2026-27 and authorize the Mayor to sign said agreement.

BACKGROUND

The agreement with the Show Low Historical Society is due for renewal on July 1, 2026, for another year. As the agreement states, the Historical Society will provide a museum for residents and visitors to Show Low that will also serve as a visitor information center.

The agreement reflects the annual consideration of \$54,000, as discussed during this year's budget meetings, an increase of \$6,000 over the previous year. The City's financial obligation, paid quarterly, is subject to the availability and appropriation of funds. If or when funds are not appropriated or no longer available to provide continued support to the Historical Society, the City shall have the right to terminate the agreement. The agreement is effective July 1, 2026, through June 30, 2027.

Staff recommends renewing the agreement with the Show Low Historical Society.

ATTACHMENTS

1. Show Low Historical Society Agreement 2026-2027

FISCAL IMPACT

Total cost: \$54,000

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

SHOW LOW HISTORICAL SOCIETY AGREEMENT

This Agreement made and entered into this 16th day of June 2026, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and the SHOW LOW HISTORICAL SOCIETY, Inc., hereinafter referred to as "HISTORICAL SOCIETY."

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

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

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

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

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

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

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

1. The Premises: The Premises ("Premises") shall consist of the building located at 541 East Deuce of Clubs in Show Low, Arizona.
2. Description of Service: The HISTORICAL SOCIETY shall provide a museum for residents and visitors to Show Low to attract people to the CITY and shall serve as a visitor information center. Hours of operation are to be determined by the HISTORICAL SOCIETY and the CITY.
3. The term of this Agreement shall be for a period of one (1) fiscal year, commencing on July 1, 2026, and ending on June 30, 2027, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.

4. The CITY agrees to pay HISTORICAL SOCIETY \$54,000 (hereinafter referred to as "annual consideration"). Payment shall be made in quarterly installments of \$13,500 beginning on the 15th of July, 2026. The HISTORICAL SOCIETY agrees that such payments will constitute payment in full for the services to be provided by the HISTORICAL SOCIETY.
5. The CITY shall appoint the City Manager or his/her designee to serve as liaison to the HISTORICAL SOCIETY.
6. The HISTORICAL SOCIETY shall present a written annual report to the City Council and an annual verbal report at a regularly scheduled City Council Meeting.
7. The HISTORICAL SOCIETY shall provide an annual statistical report to the CITY liaison, which shall include all pertinent visitor and other data in electronic format in addition to a paper copy.
8. HISTORICAL SOCIETY personnel and volunteers shall be trained in handling customers in a pleasant and cheerful manner and the personnel shall be knowledgeable about the Show Low area and shall serve as ambassadors of the community.
9. INSURANCE. The HISTORICAL SOCIETY agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of the HISTORICAL SOCIETY as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000 combined, single limit for bodily injury and property damage. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.
10. INDEMNIFICATION. The HISTORICAL SOCIETY agrees to and shall indemnify and hold the CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of the HISTORICAL SOCIETY or its agents or employees.
11. APPLICABLE LAW. This Agreement shall be enforced and construed according to the laws of the State of Arizona.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this 16th day of June, 2026.

CITY OF SHOW LOW

By _____
John Leech Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

SHOW LOW HISTORICAL SOCIETY

By: _____

Title: _____

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Renewal Agreement with Show Low Main Street for Fiscal Year 2026-27 (Grace Payne)

RECOMMENDATION

I **MOVE** to renew the agreement between the City of Show Low and Show Low Main Street for fiscal year 2026-27 and authorize the Mayor to sign said agreement.

BACKGROUND

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

SLMS has partnered with the City to help beautify the downtown area, most recently purchasing new light bollards for Festival Market Place. Public Works will install the bollards.

Over the years, SLMS has partnered with the City to build a successful summer farmers' market, a showcase for local arts, crafts, food vendors, and more. The market is at its new location.

SLMS hosted the Show Low Rodeo this year, and the City sponsored it. The City will again sponsor the Rodeo next year. The City will provide a payment to SLMS for the rodeo sponsorship of \$65,000.00, which is in the budget.

SLMS utilizes a part-time program manager position to professionalize the organization and reduce City staff time needed in the organization's operations. City staff continues to support SLMS by attending their monthly meetings and working together on events and projects in an advisory and informational role.

The agreement reflects an annual consideration of \$90,000, as discussed during this year's budget meetings, an increase of \$2,500 over the previous year. The total budget consists of \$65,000 for the rodeo sponsorship and \$25,000 for the employment of a part-time program manager.

Staff recommends renewing the agreement with Show Low Main Street for Fiscal Year 2026-2027.

ATTACHMENTS

1. Main Street Agreement 2026-2027

FISCAL IMPACT

Total Cost: \$90,000

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

SHOW LOW MAIN STREET AGREEMENT

This Agreement made and entered into this 16th day of June 2026 by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and SHOW LOW MAIN STREET, INC., hereinafter referred to as "MAIN STREET."

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

WHEREAS, the CITY receives benefit from MAIN STREET projects and activities throughout the CITY.

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

1. The CITY agrees to pay MAIN STREET \$90,000 for fiscal year 2026-2027, to include the employment of a part-time Program Manager and sponsorship of activities, including but not limited to, the Show Low Rodeo. Payments will be made in quarterly installments on the 1st day of each quarter beginning July 1, 2026.
2. Description of Service. MAIN STREET agrees to assist the CITY in the revitalization of the downtown redevelopment area and related projects, partnering with the CITY to generate grants to achieve such revitalization purposes, organizing public and private support for revitalization of the downtown redevelopment area, create a main street identity for the downtown redevelopment area, and enhance Show Low's heritage and small-town character in accordance with the Main Street America Four-Point Approach. MAIN STREET shall cooperate and work closely with the Show Low Chamber of Commerce in accomplishing these services.
3. The parties agree that MAIN STREET shall provide specialized services and that MAIN STREET enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute MAIN STREET, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the CITY.
4. MAIN STREET shall make all relevant records available to the CITY for inspection by the CITY during regular established business hours. These records shall include, but not be limited to, financial records and minutes of all meetings.
5. MAIN STREET shall submit a written report on a quarterly basis to the CITY and present a yearly report to the City Council at a regularly scheduled Council meeting, which shall include:

- (a) A financial report accounting for the expenditures related to this Agreement; and
 - (b) A report on the results of services described in paragraph one.
6. The CITY shall appoint the City Manager or their designee to serve as liaison to MAIN STREET.
 7. The Show Low City Council shall appoint one member of that body to serve on the MAIN STREET Board as a voting member. In the event the Council voting member is absent from MAIN STREET meetings, the CITY liaison (City Manager or their designee) shall have proxy voting rights.
 8. INSURANCE. MAIN STREET agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of MAIN STREET as contemplated by this Agreement. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.
 9. INDEMNIFICATION. MAIN STREET agrees to and shall indemnify and hold CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of MAIN STREET or its agents or employees.
 10. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2026 and ending on June 30, 2027, unless either party provides the other with not less than 30 days written notice prior to commencement of any renewal term. The CITY's obligation to perform the agreements specified herein during any CITY fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the CITY shall have the right to terminate said Agreement.
 11. This Agreement or the payments described herein shall not be assigned, conveyed, or transferred by MAIN STREET to any other party without the express prior written consent of the CITY.
 12. Any notices required to be given to the CITY or MAIN STREET under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the MAIN STREET Director and City Manager at their respective business addresses.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 16th day of June, 2026.

CITY OF SHOW LOW

John Leech Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

SHOW LOW MAIN STREET

By: _____

Title: _____

MTG DATE: 6/16/2026
ITEM: 6.D

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Renewal Agreement with Show Low Chamber of Commerce for Fiscal Year 2026-27 (Steve North)

RECOMMENDATION

I **MOVE** to renew the agreement between the City of Show Low and Show Low Chamber of Commerce for fiscal year 2026-27 and authorize the Mayor to sign said agreement.

BACKGROUND

At its meeting on June 17, 2025, the City Council approved an agreement with the Show Low Chamber of Commerce (Chamber) to operate the Tourist Information Center (TIC) for fiscal year 2026. The current agreement expires on June 30, 2026.

The attached agreement outlines the TIC's expectations for promoting tourism growth and encouraging economic activity. The Chamber will provide space for visitors and residents to access information, a robust website to disseminate information, including a calendar of events, to promote Show Low businesses and amenities, and to continue maintaining committees and networking opportunities that enhance the economic vitality of Show Low.

The terms of the proposed agreement provide a one-year term beginning on July 1, 2026, and expiring on June 30, 2027, in the amount of \$57,500 to operate the TIC during the period of the agreement, less the amount of \$13,500 per year as set forth in a separate agreement, which was brought to Council in 2021, for the payoff on the Chamber building. The Chamber will provide monthly reports to staff, which will be reported in the bi-weekly manager's memo and will report semi-annually to the City Council. City staff and the Chamber will continue to meet regularly to discuss ways to improve the TIC and business outreach efforts.

Staff recommends approving the agreement with the Chamber for TIC services and authorizing four quarterly payments of \$11,000 for the period of July 1, 2026, to June 30, 2027.

ATTACHMENTS

1. Chamber Agreement FY 2027

FISCAL IMPACT

Total cost: \$44,000

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

SHOW LOW CHAMBER OF COMMERCE AGREEMENT

This agreement made and entered into this 16th day of June 2026, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and the SHOW LOW CHAMBER OF COMMERCE, hereinafter referred to as "CHAMBER."

WHEREAS, the CITY and CHAMBER desire to enter into an Agreement to promote the City; and

WHEREAS, the CITY is authorized, pursuant to A.R.S. § 9-493 to spend funds for the purpose of encouraging immigration, new industries and investment in the City, and for the printing and distributing books, pamphlets and maps advertising the advantages of the City.

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

1. Description of Services: Promote the City through a variety of services, including but not limited to, the operation of the Tourist Information Center ("TIC"). The CHAMBER shall provide a public open space where visitors and residents of the CITY are able to access maps, business directories and other local promotional materials and shall serve as a visitor information center October through April: Monday through Friday from 9:00 a.m. to 4:00 p.m.; May through September: Monday through Friday from 9:00 a.m. to 4:00 p.m., and Saturday from 10:00 a.m. to 2:00 p.m. The TIC shall be staffed at all the times set forth in this agreement. Any changes to the hours will be based on demonstrated visitor patterns to the TIC and by mutual agreement of the parties. On an annual basis, the CHAMBER shall provide the CITY with a list of holidays recognized by the Chamber.
2. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2026, and ending June 30, 2027, unless either party provides the other with not less than 30 days written notice. The CITY and the CHAMBER agree to continue to meet monthly to discuss ways to improve the promotion of the City and performance of the Tourist Information Center.
3. The CITY's obligation to perform the agreements specified herein during any CITY fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the CITY shall have the right to terminate this agreement.
4. The CITY agrees to pay the CHAMBER \$57,500.00 to promote the City utilizing agreed upon methods and operate the Tourist Information Center during the period of the agreement less the amount of \$13,500.00 per year as set forth in a separate agreement for the payoff on the CHAMBER building. Payment shall be made in four installments of \$11,000.00 per reduced amount. The CHAMBER agrees that

such payments will constitute payment in full for the promotional/tourism services to be provided by the CHAMBER.

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

- The Chamber shall notify both the City Liaison and City Council Member of all regular Chamber board meetings, by a mutually agreed upon method, at least seven (7) days prior to said meeting and any special or emergency Chamber board meeting at the same time all other Chamber board members are given notice.
8. The CITY and the CHAMBER agree to help refer volunteers to one another to assist in activities for the City and the Tourist Information Center.
 9. The CHAMBER shall present a written quarterly report to the City Council and a semiannual verbal report at a regularly scheduled City Council meeting.
 10. The CHAMBER shall provide a monthly statistical report to the CITY liaison, which shall include all pertinent tourism, business and visitor data in computer files in addition to a copy suitable for printing.
 11. The CHAMBER agrees to be an active participant in local activities and special events that complement their mission and to work with Show Low Main Street on tourism activities and business development and retention initiatives.
 12. CHAMBER personnel shall be trained in handling customers in a pleasant and cheerful manner, knowledgeable about the Show Low area, and serve as ambassadors of the community.
 13. INSURANCE. The CHAMBER agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of the CHAMBER as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000.00 combined, single limit for bodily injury and property damage/ \$2,000,000.00 aggregate. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory, with a waiver of subrogation. Proof of insurance is required within ten (10) days of execution of this agreement.
 14. INDEMNIFICATION. The CHAMBER agrees to and shall indemnify and hold CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of the CHAMBER or its agents or employees.
 15. This agreement or the payments described herein shall not be assigned, conveyed, or transferred by the CHAMBER to any other party without the express prior written consent of the CITY.

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

CITY OF SHOW LOW

SHOW LOW CHAMBER OF COMMERCE

John Leech Jr., Mayor

By: _____
Cathy Huling, President
Show Low Chamber of Commerce

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Annual Purchase Orders for Fiscal Year 2027
(Justin Johnson)

RECOMMENDATION

I **MOVE** to approve the list of annual purchase orders for fiscal year 2027.

BACKGROUND

Each year, the City of Show Low issues annual purchase orders for goods and services to be purchased throughout the fiscal year. For fiscal year 2027, the following goods and services require City Council approval of the annual purchase order. Each vendor is considered a “sole-source” vendor, meaning it is the only vendor from which goods and services can be purchased because of department specifications and vendor restrictions.

Core & Main – Amount not to exceed \$60,000 for the purchase of water meters for stock. These meters will be purchased for new construction and to replace meters that become damaged or inoperable during the fiscal year. Core & Main is the only vendor in this region that can sell Sensus meters to the City.

Mountain States Systems, LLC – Amount not to exceed \$100,000 for purchasing an Electronic Reciprocal Transfer System to relay signals from the water meters to the handheld receiver. Vendor through the City of Tucson Cooperative Purchasing Agreement.

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

Arizona Labor Force/Arizona Temporary Personnel – Amount not to exceed \$94,000 for temporary labor services to help the Parks Maintenance/Facilities Division (\$80,000) and the Streets Division (\$14,000) during the spring and summer, and for special events.

Legend Technical Services – Amount not to exceed \$65,000 for Water Division (\$45,000) and Wastewater Division (\$20,000.00) laboratory testing services required for environmental compliance. Vendor through SAVE Cooperative Purchasing WUD 113-04.

Hills Brothers Chemical Company Services – Amount not to exceed \$100,000 for chemicals for Water Division (\$25,000) and Wastewater Division (\$75,000) for disinfection per the Arizona Department of Environmental Quality regulations required for environmental compliance. Vendor through the Chandler Cooperative Purchasing Agreement.

ATTACHMENTS

None

FISCAL IMPACT

Funding source (account no.): Meter Replacement Program (43-760-490-4125-0000) \$102,000; Other Contractual Service (11-445-430-3300-0000) \$80,000; Other Contractual Services (12-500-430-3300-0000) \$14,000; Testing Fees (43-760-490-4110-0000) \$55,000; Testing Fees (42-755-490-4110-0000) \$30,000; Water Maintenance (43-760-490-4120-0000) \$50,000; Wastewater Maintenance (42-755-490-4120-0000) \$50,000

MTG DATE: 6/16/2026
ITEM: 6.F

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2026-16 Adopting an Annual Policy and Prescribing Procedures for Purchasing from Mayor and Any Member of Council (Morgan Brown)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2026-16 adopting an annual policy and prescribing procedures for purchasing from the Mayor and any member of the Council.

BACKGROUND

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

The limits set forth in the attached resolution, \$300 per transaction and \$1,000 per year, are the maximum allowed by state law without public competitive bidding. They are the same limits adopted by the City Council in previous years.

ATTACHMENTS

1. Resolution No. R2026-16

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2026-16

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

RECITALS:

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

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

ENACTMENTS:

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

Section 1

During the fiscal year ending June 30, 2027, the City of Show Low may purchase supplies, materials, and equipment from the Mayor or any member of the Council without using competitive public bidding procedures if the amount of a single transaction does not exceed \$300. The separate, individual total of any transaction in the fiscal year for each member of the Council or for the Mayor shall not exceed \$1,000.

Section 2

The Finance Department shall keep separate, up-to-date records of all purchasing transactions with the Mayor and each member of the Council. These records shall be public and shall include the date, amount, and nature of each transaction. The Finance Department shall be responsible for ensuring that the cost of a single transaction made pursuant to this resolution does not exceed \$300 and that the total of such transactions (in the fiscal year ending June 30, 2027) with the Mayor or each individual Council member does not exceed \$1,000. Any purchasing transaction with the Mayor or a member of the City Council that exceeds these limits shall only be made by public competitive bidding procedures.

Section 3

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

PASSED AND ADOPTED this 16th day of June, 2026, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

MTG DATE: 6/16/2026
ITEM: 6.G

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Adoption of Resolution No. R2026-15 Designating Chief Fiscal Officer for City of Show Low and Authorization to Submit Current Fiscal Year’s Annual Expenditure Limitation Report (Justin Johnson)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2026-15 designating Justin Johnson as Chief Fiscal Officer for City of Show Low and authorization to submit the current Fiscal Year’s Annual Expenditure Limitation Report.

BACKGROUND

As required by Arizona Revised Statutes §41-1279.07(E), annually by July 31, each county, city, town, and community college district must provide the Auditor General the name of the Chief Fiscal Officer the governing body designates to officially submit the current fiscal year’s Annual Expenditure Limitation Report on behalf of the governing body and certify to the accuracy of the report.

Staff recommends adopting Resolution No. R2026-15 designating Justin Johnson as Chief Fiscal Officer for the City of Show Low.

ATTACHMENTS

1. Resolution No. R2026-15

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2026-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2027 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

RECITALS:

WHEREAS, Arizona Revised Statute § 41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) designated to officially submit the current year's Annual Expenditure Limitation Reports (AELR) on the governing body's behalf; and

WHEREAS, the City of Show Low's Mayor and Council desires to designate Deputy City Manager, Justin Johnson, as the City's Chief Fiscal Officer; and

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR; and

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

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

ENACTMENTS:

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Deputy City Manager, Justin Johnson, is hereby designated the Chief Fiscal Officer for purposes of submitting the fiscal year 2027 AELR to the Arizona Auditor General on the governing body's behalf and is authorized to submit financial reports, including but not limited to AELR, to federal, state and county agencies on behalf of the Governing Body (City of Show Low, Arizona).

PASSED AND ADOPTED this 16th day of June, 2026, by the Mayor and Council of the City of Show Low, Arizona.

John Leech Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

MTG DATE: 6/16/2026
ITEM: 6.H

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Bilateral Lease Amendment No. DFC26 to Lease No. LAZ02201 with General Services Administration for Bureau of Indian Affairs at 3401 Airport Loop Road at Show Low Regional Airport (Jacob Allen)

RECOMMENDATION

I **MOVE** to approve Lease Amendment No. DFC26 with the General Services Administration for the Bureau of Indian Affairs at the building located at 3401 Airport Loop Road at Show Low Regional Airport.

BACKGROUND

On January 6, 2009, the General Services Administration (GSA) entered into a lease agreement with the City of Show Low to utilize the old airport terminal building located at 3401 East Airport Loop Road on behalf of the Bureau of Indian Affairs. An amendment extending the lease for three years was approved in August 2024.

GSA is currently requesting Amendment DFC26 to incorporate a clause required under Executive Order 14398, "Addressing DEI Discrimination by Federal Contractors."

Staff recommends approval of Bilateral Lease Amendment No. DFC26 with the General Services Administration for the Bureau of Indian Affairs at the building located at 3401 Airport Loop Road at Show Low Regional Airport.

ATTACHMENTS

1. Bilateral Lease Amendment No. DFC26 to Lease No. LAZ02201

FISCAL IMPACT

N/A

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. DFC26
	TO LEASE NO. LAZ02201
ADDRESS OF PREMISES AIRPORT TERMINAL BUILDING - SHOW LOW 3401 E Airport Loop Show Low, AZ 85901	PDN Number: N/A

THIS AMENDMENT is made and entered into between
CITY OF SHOW LOW

whose address is: **3150 N. Airport Loop Road
Show Low, AZ 85901**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to include the DEI Discrimination by Federal Contractors clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

Name: Michael Stump

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

The following FAR clause is hereby incorporated into this Lease:

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) *Definitions.* As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
- (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
- (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
- (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
- (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
- (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

INITIALS: _____ & _____
LESSOR GOV'T

Certificate Of Completion

Envelope Id: 8541E883-1A3F-871B-83BC-03B87A3F2987
 Subject: Please DocuSign: GSA Lease LAZ02201
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent
 Envelope Originator:
 GSA Leasing
 1800 F St. NW
 Washington, DC 20006
 leasing@gsa.gov
 IP Address: 136.226.18.178

Record Tracking

Status: Original
 5/28/2026 6:12:14 PM
 Security Appliance Status: Connected
 Holder: GSA Leasing
 leasing@gsa.gov
 Pool: FedRamp
 Location: DocuSign

Signer Events

Signature	Timestamp
CITY OF SHOW LOW sadams@showlowaz.gov Security Level: Email, Account Authentication (None)	Sent: 5/28/2026 6:12:16 PM Viewed: 5/28/2026 6:15:11 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/28/2026 6:15:11 PM
 ID: 481f0a9c-592b-4e69-a985-c3992ea76fc4

Michael Stump
 michael.stump@gsa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 2/13/2024 8:34:41 PM
 ID: 3065bd73-5e2b-414c-a44d-937415754652

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

G-REX
 g-rax.file@gsa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

PBSLESSORCOMMS
 pbslessorcomms@gsa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2026 6:12:16 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, PBS Leasing (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact PBS Leasing:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: craig.saunders@gsa.gov

To advise PBS Leasing of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at craig.saunders@gsa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from PBS Leasing

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with PBS Leasing

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify PBS Leasing as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by PBS Leasing during the course of your relationship with PBS Leasing.

MTG DATE: 6/16/2026
ITEM: 6.1

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Bilateral Lease Amendment No. DFC26 to Lease No. LAZ02265 with General Services Administration for Transportation Security Administration at Show Low Regional Airport Terminal (Jacob Allen)

RECOMMENDATION

I **MOVE** to approve Lease Amendment No. DFC26 with the General Services Administration for the Transportation Security Administration at the Show Low Regional Airport Terminal.

BACKGROUND

In July 2008, the General Services Administration (GSA) entered into a five-year lease with the City of Show Low for 297 square feet of office space in the Show Low Regional Airport terminal building to provide housing for the Transportation Security Administration. In September 2009, an additional 216 square feet of office space was leased.

In June 2013, a Second Lease Amendment was approved, extending the lease for ten years. In July 2023, a Third Lease Amendment was approved to extend the lease for an additional ten years.

The GSA is currently requesting Amendment DFC26 to incorporate a clause required under Executive Order 14398, "Addressing DEI Discrimination by Federal Contractors."

Staff recommends approval of Bilateral Lease Amendment No. DFC26 with the General Services Administration for the Transportation Security Administration at the Show Low Regional Airport Terminal.

ATTACHMENTS

1. Bilateral Lease Amendment No. DFC26 to Lease No. LAZ02265

FISCAL IMPACT

N/A

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. DFC26
	TO LEASE NO. LAZ02265
ADDRESS OF PREMISES SHOW LOW REGIONAL AIRPORT 3150 E Airport Loop Show Low, AZ 85901	PDN Number: N/A

THIS AMENDMENT is made and entered into between
CITY OF SHOW LOW

whose address is: **180 N 9th St Ste B**
Show Low, AZ 85901

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to include the DEI Discrimination by Federal Contractors clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

The following FAR clause is hereby incorporated into this Lease:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

 Name: _____
 Title: _____
 Entity: _____
 Date: _____

FOR THE GOVERNMENT:

 Name: Michael Stump
 Title: Lease Contracting Officer
 General Services Administration, Public Buildings Service
 Date: _____

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) *Definitions.* As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
 - (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
 - (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
 - (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
 - (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
 - (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
- (c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

INITIALS: _____ & _____
LESSOR GOV'T

Certificate Of Completion

Envelope Id: 7767B0C1-C09E-8E52-8045-D6BEA59FF7C4	Status: Sent
Subject: Please DocuSign: GSA Lease LAZ02265	
Source Envelope:	
Document Pages: 2	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	GSA Leasing
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1800 F St. NW
	Washington, DC 20006
	leasing@gsa.gov
	IP Address: 136.226.18.178

Record Tracking

Status: Original	Holder: GSA Leasing	Location: DocuSign
5/28/2026 6:12:27 PM	leasing@gsa.gov	
Security Appliance Status: Connected	Pool: FedRamp	

Signer Events

Signature	Timestamp
CITY OF SHOW LOW	Sent: 5/28/2026 6:12:29 PM
sadams@showlowaz.gov	Viewed: 5/28/2026 6:25:58 PM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
 Accepted: 5/28/2026 6:25:58 PM
 ID: 1ae32e58-19aa-456a-a8cf-d71263bc98ab

Michael Stump
 michael.stump@gsa.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 2/13/2024 8:34:41 PM
 ID: 3065bd73-5e2b-414c-a44d-937415754652

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

G-REX
 g-rex.file@gsa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

PBSLESSORCOMMS
 pbslessorcomms@gsa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2026 6:12:29 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, PBS Leasing (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact PBS Leasing:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: craig.saunders@gsa.gov

To advise PBS Leasing of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at craig.saunders@gsa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from PBS Leasing

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with PBS Leasing

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify PBS Leasing as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by PBS Leasing during the course of your relationship with PBS Leasing.

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Emergency Facilities and Land Use Agreement with United States Department of Agriculture Forest Service at Show Low Regional Airport (Jacob Allen)

RECOMMENDATION

I **MOVE** to approve the Emergency Facilities and Land Use Agreement with the United States Department of Agriculture Forest Service at Show Low Regional Airport.

BACKGROUND

The United States Department of Agriculture (USDA) Forest Service, in preparation for a potentially active fire season, requested use of available space at the Show Low Regional Airport as a staging area for some of its firefighting equipment and vehicles. USDA also requested access to a fire hydrant and office space in the Aircraft Rescue Fire Fighting (ARFF) building at the Airport. USDA would use the space temporarily and potentially into September, depending on the fire danger conditions, and staff has suggested a rate of \$250 per day for the duration of the agreement.

A description of land/facilities to be used by the USDA Forest Service includes: use of water, sewer, internet, and electricity services inside the operations building, use of airport operations building restrooms, break room, and office space, use of the hydrant and meter in front of 1400 North Airport Road, and parking behind the building at 1400 North Airport Road.

Staff recommends approving the Emergency Facilities and Land Use Agreement with the USDA Forest Service at Show Low Regional Airport in an amount not to exceed \$250 per day for the duration of the agreement.

ATTACHMENTS

1. Emergency Facilities and Land Use Agreement

FISCAL IMPACT

\$250 per day

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 04/2025

INCIDENT AGENCY (name, address, phone number) USDA Forest Service At-Incident Management Support Branch (AIMS) 26 Fort Missoula Road Missoula, MT 59804 POC: VERONIKA RANSFER 470-586-1644 VERONIKA.RANSFER@USDA.GOV	Page 1 of 7 AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER: 1202RZ26K4107	
	EFFECTIVE DATES a. beginning: 06/17/2026	b. ending: END OF INCIDENT

OWNER (name, address, phone number-include day/night/cell) CITY OF SHOW LOW 180 N 9th STREET SHOW LOW, AZ 85901-5203 POINT OF CONTACT (if applicable): JACOB ALLEN 928-532-4192 EMAIL: JALLEN@SHOWLOWAZ.GOV PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above, or _____ UEI: DBBNGDJMYNC5 REGISTERED IN SAM.GOV: <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No, Vendor Code Information Worksheet attached EIN/SSN (only if not in SAM): _____ County: _____ State: AZ Township: _____ Range: _____ Section: _____	INCIDENT NAME: <u>2026 AZ-ASF Large Fire Support</u> INCIDENT NUMBER: <u>AZ-ASF-000002</u> RESOURCE ORDER NUMBER: <u>S-14</u>
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TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):

SMALL BUSINESS
 LARGE BUSINESS
 SMALL DISADVANTAGED OWNED
 WOMEN OWNED
 HUBZONE
 SERVICE DISABLED VETERAN
 PUBLIC ENTITY
 GOVERNMENT
 OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as: STAGING.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

LOCATION:
 SHOW LOW REGIONAL AIRPORT
 3100 AIRPORT LOOP
 SHOW LOW, AZ 85901

DESCRIPTION:
 USE OF WATER, SEWER, INTERNET AND ELECTRICITY SERVICES INSIDE OPERATIONS BUILDING.
 USE OF AIRPORT OPERATIONS BUILDING RESTROOMS, BREAK ROOM, AND OFFICE SPACE.
 USE OF HYDRANT AND METER IN FRONT OF 1400 NORTH AIRPORT RD, SHOW LOW, AZ, 85901.
 PARKING BEHIND BUILDING AT 1400 NORTH AIRPORT RD, SHOW LOW, AZ, 85901.

SEE PHOTOS ATTACHED.

RATE: For each day that the land/facilities are used, the Government will pay the rate of **\$250.00 DAILY**. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$0.00. The maximum amount to be paid under this agreement shall not exceed \$250,000.00. Payment shall be in accordance with the Incident Agency payment procedures.

Rate breakout: _____

Note: All restoration details are outlined on page 2 of this agreement.

UTILITIES AND SERVICES:

The above rate includes utility charges for the following:
 DIESEL
 GAS
 ELECTRICITY
 WATER
 TOILET SUPPLIES
 JANITORIAL SERVICES & SUPPLIES
 TRASH REMOVAL
 SEPTIC SERVICE
 EXISTING TELECOMMUNICATIONS
 The above rate excludes utility charges. The Government will pay the owner the sum determined due by the Contracting Officer based on: _____

RESTORATION: Restoration beyond ordinary wear and tear.

- Restoration costs have been pre-negotiated. The Government restoration of land/facilities includes:
 - Work to be performed: _____
 - OR
 - A one-time payment of _____ to cover the restoration associated with this agreement.
- No restoration costs have been pre-negotiated for this agreement. Restoration above ordinary wear and tear and associated with the performance of the agreement will be assessed upon completion of the agreement. Request for restoration shall be submitted in writing to the contracting officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: N/A

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMINIFICATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the Owner, from any and all claims, liabilities, losses, damages, charges, etc. The Owner does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The Owner will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

FEDERAL ACQUISITION REGULATION CLAUSES:

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
 This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov
- FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (JAN 2025)(DEVIATION FEB 2025)
- FAR 52.222-3 Convict Labor (June 2003)
- FAR 52.232-1 Payments (APR 1984)
- FAR 52.232-11 Extras (APR 1984)
- FAR 52.232-17 Interest (MAY 2014)
- FAR 52.232-25 Prompt Payment (JAN 2017)
- FAR 52.233-1 Disputes (MAY 2014) ALT I (DEC 1991)
- FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER: EMAIL:		ANNIE PROUT-GARCIA CONTRACTING OFFICER PHONE NUMBER: 530-559-4151 EMAIL: ANNIE.PROUT-GARCIA@USDA.GOV	

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/ condition immediately prior the Government's occupancy. Refer to attached checklist.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
----------------------------------	-------	---	-------

PRINT NAME AND TITLE:	PRINT NAME AND TITLE:
-----------------------	-----------------------

POST-USE INSPECTION: Description of photos/ condition immediately following the Government's occupancy. To include all modification added areas.

NO DAMAGE NO CLAIMS

Requested Amount Due for Damage \$ _____
Invoice Amount \$ _____
TOTAL AMOUNT DUE to Vendor \$ _____

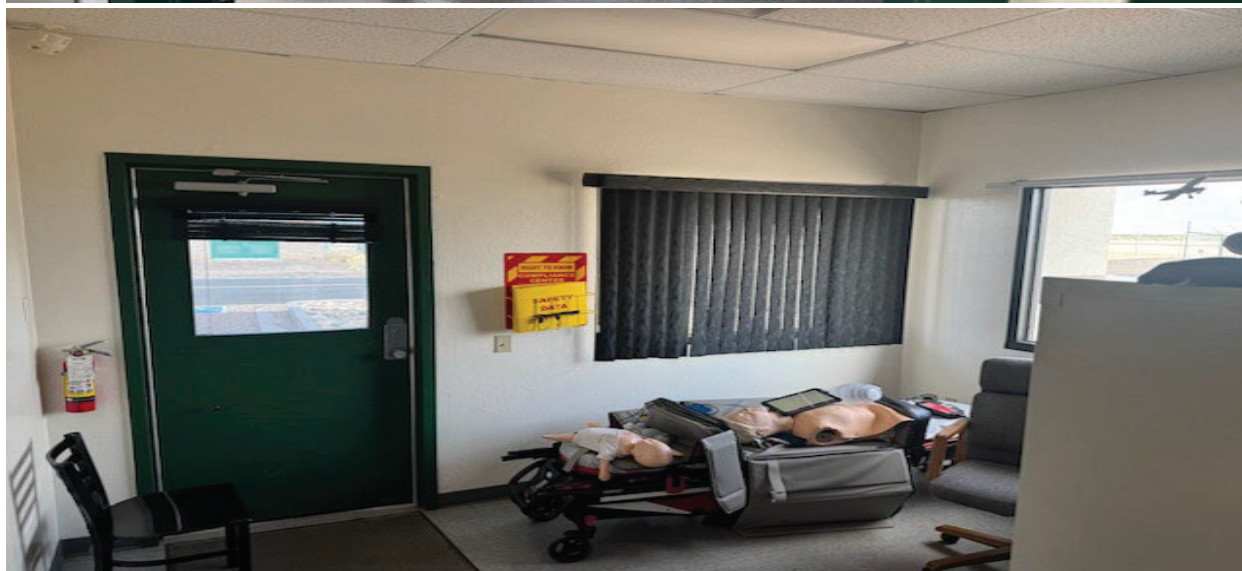
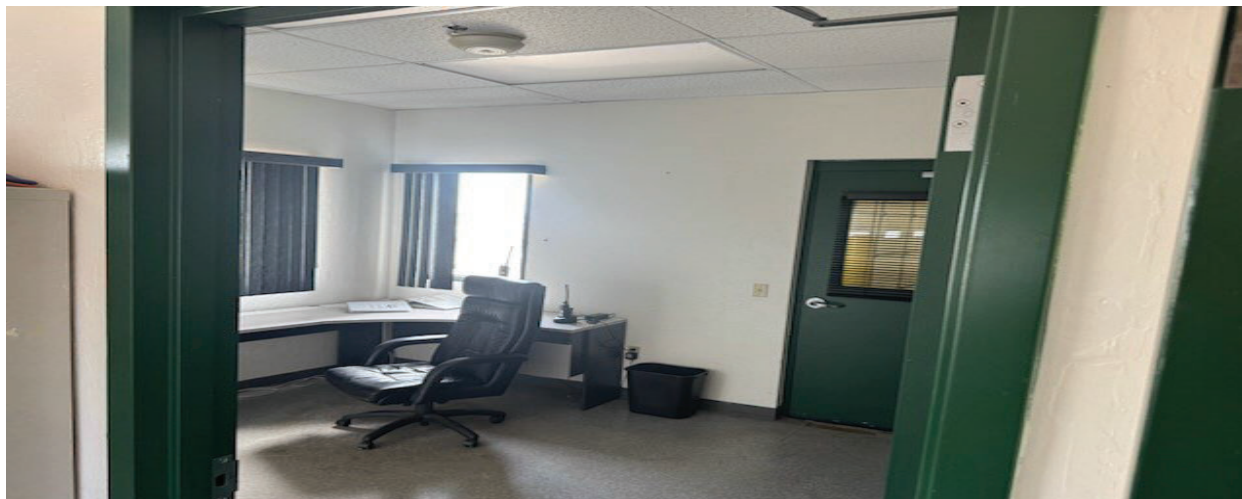
RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
----------------------------------	-------	---	-------

PRINT NAME AND TITLE:	PRINT NAME AND TITLE:
-----------------------	-----------------------









RESOURCE ORDER		Initial Date/Time		2. Incident / Project Name				3. Incident / Project		Financial Codes	
SUPPLY		01-01-2026 0813 PNT		2026 AZ-ASF Large Fire Support				AZ-ASF-000002		P3EK4U26 - 0301 [P]	
5. Descriptive Location		6. TWN		RNG		SEC		Base MDM		9. Jurisdiction / Agency	
Black River Zone										Apache-Sitgreaves National Forest	
Springerville & Alpine Fire Management										10. Ordering Office	
165 S Mountain Ave.										Springerville Interagency Dispatch Center	
Springerville, AZ 85938											
LAT. 34° 01' 37" N											
LONG. 109° 17' 31" W											
11. Aircraft Information											
Bearing		Distance		VOR		Contact Name		Frequency Type		Assigned Frequency	
NaN°		3952		NL						Reload Base	
NaN°		3953		ZYT							
NaN°		3955		YYT							
12. Request Number											
S-14		2026-06-08 1534 MST		Ordered Date/Time		From		To		Qty	
		24 Hour Phone AZ- SDC 928-333-6 360		AZ-SDC		AZ-SDC		AZ-SDC		1	
						Service - Land Rental		Deliver To		Needed Date/Time	
						Show Low Airport		AZ-SDC		2026-06-17 0700 MST	
						Invalid date		To Unit		Assigned Date/Time	
						FILLED BY THE CITY OF SHOW LOW AG# 1202RZ26K4107		AZ-SDC		Resource Assigned Unit ID	
						Pending		Resource Assigned		M/D Ind	
								Resource Assigned		Estimated Time Of Departure	
								Unit ID		Estimated Time Of Arrival	
								Resource Assigned		Released Date	
								Unit ID		Released To	
Travel Mode		Financial Code		Named Request		Special Needs		Navigation/Reporting Instructions			
G		P3EK4U26 - 0301				Use of Airport Operations Building restrooms, break room and office space. See attached map and pictures. Hydrant and meter in front of 1400 North Airport RD, Show Low AZ 85901 and parking behind same building. See attachments.		Incident Jetport(s): PHX*, ABQ 3100 E. Airport Loop Show Low, AZ 85901			
				POC Travis Thompson 928-965-5214- travis.thompson@usda.gov							

13. User Documentation		Entered By	
Documentation			

MTG DATE: 6/16/2026
ITEM: 6.K

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Agreement with EarthScope Consortium GPS Station P015 for Permit Renewal Request at Show Low Regional Airport (Jacob Allen)

RECOMMENDATION

I **MOVE** to approve the agreement with EarthScope Consortium, renewing the Permit for GPS Station P015 at Show Low Regional Airport.

BACKGROUND

On July 27, 2006, the City of Show Low entered into an agreement with EarthScope Consortium, formerly known as UNAVCO. The company held a permit effective until September 30, 2017, for a GPS station on airport property in Navajo County, Arizona. The original permit expired in 2017, and no extension can be found. The original permit is attached as a reference.

The equipment remains in place at the site, which is on parcel 210-01-034 at 34.263811, -110.009485 (pictured below). EarthScope Consortium is requesting a renewal of the permit. The term of the agreement is for a period of ten years, commencing on June 16, 2026, and ending on May 31, 2036, with the option to renew for up to two consecutive five-year terms.

The station includes a monument with a radome (foreground) and a white metal enclosure on the nearby building for power (background), as seen below. The device collects environmental data on seismic activity, which can be used for a variety of public needs (earthquake alerts, surveying, plane and drone coordinates, etc.).

Staff recommends approving the Agreement with EarthScope Consortium.

ATTACHMENTS

1. EarthScope 1
2. EarthScope 2
3. 2026 P015 Permit Renewal ESSigned

FISCAL IMPACT

N/A



Sammy Seavey Park

Substation Tank

Timber Mesa Fire and Medical Administration

Show Low Regional Airport


Concrete Way

Concrete Way

Deuce Wicks Ave

Timber Mesa Fire and Medical Administration



 <p>EarthScope Consortium</p>	<p>Geodetic Monitoring Station Land Use Lease Agreement</p> <p>Show Low, Arizona Navajo County</p>		<p>Station(s): P015</p>	<p>Coordinates: 34.263811, -110.009485</p>	<p>Station Type: GPS Station</p>
	<p>Location Description: north of the Show Low Dispatch Center at the Show Low Regional Airport</p>				
	<p>Term: June 16, 2026 to May 31, 2036</p>				

Lessor:		
<p>Landowner: Show Low Regional Airport</p>	<p>Phone: 928-532-4192</p>	<p>Address: 3150 Airport Loop Rd Show Low, AZ 85901</p>
<p>Contact: Jacob Allen - Airport Manager</p>	<p>Email: jallen@showlowaz.gov</p>	

Lessee:		
<p>EarthScope Consortium Inc</p>	<p>Phone: 866-381-7507</p>	<p>Address: 1200 New York Ave NW Suite 454 Washington, DC 20005</p>
<p>Contact: Larissa Hall</p>	<p>Email: larissa.hall@earthscope.org</p>	

This Geodetic Monitoring Station Land Use Lease Agreement (hereinafter "Lease"), is entered into as of June 11, 2026, by and between Show Low Regional Airport, together with its successors and assigns (hereinafter "Lessor"), and EarthScope Consortium, Inc., a Delaware Nonprofit Nonstock Corporation, together with its successors, assigns, and scientific collaborators (hereinafter "Lessee" or "EarthScope"), for the purpose to install, operate, maintain, and service Global Navigation Satellite System (GNSS) monuments, Global Positioning System (GPS) monuments, and other related earth monitoring instrumentation (hereinafter "Equipment") which measure ground shifts caused by earthquakes and slow fault slip between earthquakes at the location specified above and in attached images and maps (if required).

IT IS HEREBY AGREED AS FOLLOWS:

1. This Lease is valid for a period of 10 years, commencing on June 1, 2026, and shall expire on May 31, 2036. If Lessee is in good standing with Lessor at the expiration of the initial lease period and the Lease has not been terminated, Lessee shall have the option to renew the Lease for two consecutive five (5) year terms. The Lessor reserves the right to terminate this Lease at any time, with or without cause, upon submitting written notice to the Lessee. The termination will take effect thirty (30) days from the date Lessee receives the written notice from Lessor. In the event Lessor terminates this Lease, Lessee will have sixty (60) days from the termination date, or ninety (90) days from the day Lessor submits written notice to Lessee, to remove all of Lessee's Equipment from Lessor's property.
2. Lessee shall give Lessor a sixty (60) day written notice prior to any assignment of this Lease. Lessee shall also provide Lessor with a copy of any such assignment.
3. The Lessee will notify the Lessor or Lessor's agent at least seven (7) days prior to the day of installation of any mutually agreed upon Equipment additions. The Lessee will give the Lessor or Lessor's agent reasonable notification, as specified in additional stipulations, prior to entry for any maintenance visits, if such visits are required.
4. The Lessee accepts the premises in an "as is" condition and, upon completion of the Lease, Lessee agrees to restore the premises as reasonably as possible to the condition at the start of the Lease.
5. The Lessee agrees to maintain the premises in a safe manner.
6. The Lessee shall install and maintain the Equipment on the lands of the Lessor with reasonable diligence and precaution to avoid damage to the land, property, or personnel.
7. Each Party shall indemnify, defend, hold harmless, and release the other Party from any liability, action, claim, suit, loss, property damage, or personal injury of whatever kind relating to or arising from any act of commission or omission by itself,

its agents, employees, or authorized representatives, or related to or arising from the exercise of the rights or privileges granted by this Lease. The Lessor will not be held responsible for loss of, or damage to, any of Lessee's Equipment on the property.

- 8. The Lessor has the right and authority to enter into this Lease.
- 9. The Lessor shall give reasonable notice to Lessee of any intent to sell the property, or portion thereof, where the Equipment is located.
- 10. The Lessor may call 1-866-381-7507 or 303-381-7559 for any questions, comments, concerns, or inquiries related to this Lease. The Lessee may also be reached via email at permitting@earthscope.org at any time.
- 11. The laws of the State of Arizona shall govern any action arising out of or relating to this Lease.
- 12. This Lease constitutes the entire agreement between Lessor and Lessee. No oral agreements, leases, warranties, representations, licenses, permits, or promises have been entered into, and all modifications or notices shall be in writing and mutually agreed upon to be valid. This Lease voids and replaces any and all prior written agreements between Lessor and Lessee. These Terms may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

ADDITIONAL STIPULATIONS (handwritten stipulations must be initialed by authorized representatives of both parties)

As consideration for the use of space, the Lessee shall assist the Lessor to obtain access to GPS data gathered by this and other GPS stations in NOTA, and products created by NOTA researchers.

Lessee shall provide Lessor a copy of their insurance certificate.

EARTHSCOPE:

Signed by:


 Signature 6710F796F1D6430... Date 6/11/2026
 Name: James Downing
 Title: Director, Contracts & Compliance

LESSOR:

 Signature Date
 Name: _____
 Title: _____

MTG DATE: 6/16/2026
ITEM: 6.L

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Aquatic Center Parking Lot Expansion, City of Show Low Project No. 4452684 (Chris Reid)

RECOMMENDATION

I **MOVE** to accept the construction of the Aquatic Center Parking Lot Expansion, City of Show Low Project No. 4452684, completed by Perkins Cinders, Inc., for a total project cost of \$151,889.08, release the final payment, and initiate the two-year warranty period.

BACKGROUND

The City's 2026 fiscal year budget included a capital improvement project labeled "City Parks Streets and Trails Makeover — Aquatic Center Parking Lot Expansion." The scope of the work included 470 tons of AC paving, 550 cubic yards of aggregate base, grading, parking striping, and related improvements, and other items necessary for the accomplishment of the improvements. The project was awarded to Perkins Cinders, Inc. for an amount not to exceed \$167,301.92.

The scope of work has been completed for a final cost of \$151,889.08.

Staff recommends accepting the construction of the Aquatic Center Parking Lot Expansion, City of Show Low Project No. 4452684, completed by Perkins Cinders, Inc., for a total project cost of \$151,889.08, releasing the final payment and initiating the two-year warranty period.

ATTACHMENTS

None

FISCAL IMPACT

Final cost: \$151,889.08
Funding source(s): Improvements (11-445-495-7310-0000/4452684)

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Show Low Public Works Building Design Build, City of Show Low Project No. FM-0125 (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the construction of the Show Low Public Works Building Design Build, City of Show Low Project No. FM-0125, completed by LD&B, LLC, for a final project cost of \$2,306,904.43, release the retainage, and initiate the two-year warranty period.

BACKGROUND

At its regular meeting on August 6, 2024, the City Council approved the pre-construction contract for the design of a building to house the Public Works Operations staff. The building can accommodate up to 70 employees. The building has offices, a kitchen/break room, restrooms, showers, lockers, an assembly room, a computer lab/study room, a public foyer, a file storage/copier room, and other spaces identified during the design process.

The project delivery method was Design-Build, which is a qualifications-based selection process. Two contracts were needed for the design-build process: Pre-construction and Construction. The second phase of the contract was awarded on May 5, 2025, and included the construction phase with the Guaranteed Maximum Price (GMP) of \$2,306,904.43. The scope of work has been completed for a final cost of \$2,306,904.43.

Staff recommends accepting the construction of the Show Low Public Works Building Design Build, City of Show Low Project No. FM-0125, completed by LD&B, LLC, for a final project cost of \$2,306,904.43, releasing the retainage and initiating the two-year warranty period.

ATTACHMENTS

1. Public Works Building Map

FISCAL IMPACT

Final cost: \$2,306,904.43
Funding source (account no.): Public Works Building (43-760-180-1620-0000/7602549);
Public Works Building (12-500-495-7300-2533/5002533)



SUBJECT PROPERTY

N 16TH ST

E LUMBERMANS LP



MTG DATE: 6/16/2026
ITEM: 6.N

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Timothy McKay Memorial Park Building Remodel, City of Show Low Project No. 45526117A (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the construction of the Timothy McKay Memorial Park Building Remodel, City of Show Low Project No. 45526117A, completed by D.W. Lusk Contracting, LLC, for a total project cost of \$202,390.43, release the retainage, and initiate the two-year warranty period.

BACKGROUND

In September 2025, Arizona State Parks awarded the City the Land and Water Conservation Fund (LWCF) grant to develop Timothy McKay Memorial Park. The total estimated cost of the project is \$1,735,515. For ease of bidding and construction, this project was broken down into phases, with the first phase involving the remodel of the existing structure on site. Work for this phase included adding ADA-compliant accessibility features, remodeling the public restrooms to meet current ADA standards, and remodeling the main space for public use. The project was awarded to D.W. Lusk Contracting, LLC for an amount not to exceed \$212,060.26.

The scope of work has been completed for a final cost of \$202,390.43.

Staff recommends accepting the construction of the Timothy McKay Memorial Park Building Remodel, City of Show Low Project No. 45526117A, completed by D.W. Lusk Contracting, LLC, for a total project cost of \$202,390.43, releasing the retainage and initiating the two-year warranty period.

ATTACHMENTS

None

FISCAL IMPACT

Final cost: \$202,390.43

Funding source (account no.): Timothy McKay Park (22-445-495-7310-2443)

MTG DATE: 6/16/2026
ITEM: 6.O

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of City Hall Security Improvements - Phase 1, City of Show Low Project No. 4452092 (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the construction of the City Hall Security Improvements — Phase 1, City of Show Low Project No. 4452092, completed by Pointe Companies, Inc., for a total project cost of \$86,861, release the retainage, and initiate the two-year warranty.

BACKGROUND

The Arizona Counterterrorism Information Center (ACTIC), under the Department of Homeland Security, conducted a Threat Risk Assessment of City facilities. It recommended reconfiguring the front lobby to create a safe and welcoming public space, limiting public access to staff-only areas of the facility, and relocating department functions with the most public interactions to the secure public lobby. The 2025 City Budget included \$100,000 in funding for security upgrades to the lobby at City Hall, including repositioning the front reception desk, adding a restricted-access doorway, and improving rear-door access. The project was awarded to Pointe Companies, Inc. for an amount not to exceed \$87,837.50.

The scope of work has been completed for a final cost of \$86,861.

Staff recommends accepting the construction of the City Hall Security Improvements — Phase 1, City of Show Low Project No. 4452092, completed by Pointe Companies, Inc., for a total project cost of \$86,861, releasing the retainage payment, and initiating the two-year warranty period.

ATTACHMENTS

None

FISCAL IMPACT

Final cost: \$86,861

Funding source (account no.): Security Upgrades City Hall (11-445-495-7310-2092/4452092)

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Approval of Pet Allies Shelter Service Agreement (Greg Westover)

RECOMMENDATION

I **MOVE** to approve the Pet Allies Shelter Service Agreement.

BACKGROUND

Show Low Animal Control continues to work with Pet Allies for the shelter and care of animals that come into the custody of the Show Low Animal Control. The previous Shelter Service Agreement will expire on June 20, 2026.

Due to rising costs of running the shelter, including the building loan, a veterinarian, staff, and supplies, the payments to Pet Allies have increased from \$6,666.67 to \$8,333.33 per month for kennel space for eight animals and two additional kennels for cats. The kennel space in the agreement is limited to those animals brought in by Animal Control.

The new agreement is for one year. A new contract will be obtained for the new fiscal year 2026-27.

Staff recommends approving the Pet Allies Shelter Service Agreement.

ATTACHMENTS

1. Pet Allies Service Agreement

FISCAL IMPACT

Anticipated cost: \$100,000

Funding source (account no.): Other Contractual Service (11-465-430-3300-0000)

Animal Shelter Service Agreement

This Agreement is made and entered into this 16th day of June, 2026 by and between City of Show Low, an Arizona Municipal Corporation of the State of Arizona (hereinafter "City") and Pet Allies, Inc., an Arizona non-profit corporation (hereinafter "Shelter"). Individually "Party" or collectively "Parties".

WHEREAS, the City is authorized, pursuant to A.R.S. §11-1013, to provide or authorize a pound or pounds or enter into a cooperative agreement with a county, a veterinarian or an Arizona incorporated humane society for the establishment and operation of a city pound; and

WHEREAS, the City of Show Low's animal control needs a safe place that can care for animals that come into their care, custody or control from within the Show Low City limits; and

WHEREAS, Pet Allies has the necessary expertise, facility and staff to provide such services in accordance with this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Staffing.** The Shelter shall employ or otherwise provide sufficient qualified personnel as required to fully perform all services required pursuant to this Agreement as shall be determined and managed exclusively by the Shelter.
2. **Effective Term; Renewal.** The initial term of this Agreement shall commence on July 1, 2026 and shall be in effect for one year, expiring June 30, 2027, unless otherwise terminated pursuant to this agreement. This Agreement may be renewed for an additional one-year term by written agreement of the parties.
3. **Payment by City.** The City agrees to pay the Shelter \$100,000.00 annually, in equal monthly payments. Monthly payments shall be in the amount of \$8,333.33. Shelter's payments to the City, pursuant to the Agreement for Sale of Real Property dated October 16, 2018 and First Amendment thereto dated January 7, 2025, in the amount of \$2,500.00 shall be deducted from the monthly payments owed per this Agreement. Payment schedule pursuant to Agreement for Sale of Real Property dated October 16, 2018 and First Amendment thereto dated January 7, 2025 attached as Exhibit A.
4. **Termination.** This Agreement may be terminated prior to its date of expiration as set forth below:
 - a. Without Cause. This Agreement may be terminated at any time by either Party upon ninety (90) days written notice to the other party. Upon such termination, the Shelter shall be paid for services through the effective date of termination.

b. Termination for Cause. Unless otherwise specified herein, in the event of a breach of any term or condition of this Agreement by either party, the Party claiming that a breach has occurred shall provide written notice to the breaching party, said notice to set forth the factual basis for the determination that a breach has occurred. If the breach is not wholly or substantially remedied within 20 days of receipt of notice of breach, the Agreement shall terminate without further notice by the party claiming breach. Upon such termination, the Shelter shall be paid for services through the effective date of the termination subject to any offsets to which the party claiming breach may be entitled as a result of acts or omissions giving rise to the claims of breach.

c. Termination for Health or Safety of Impounded Animals. If, at any time during the initial term of this Agreement or renewals thereof, City determines, upon good cause shown, that the health or safety of animals for which City is financially responsible pursuant to this Agreement are in imminent jeopardy, City may remove the subject animals without prior notice. Upon any such removal, City may, at its sole option, terminate this Agreement without further notice. Upon such termination, the Shelter shall be paid for services through the effective date of termination subject to any offsets for those acts or omissions by the Shelter upon which termination pursuant to this section are based or other acts or omissions which may constitute breach.

5. Independent Contractor. In performance of the duties set forth herein, it is mutually understood and agreed that the Shelter and its employees, contractors, subcontractors or agents are at all times acting as independent providers of services provided pursuant to this Agreement. It is further understood and agreed that City shall have no authority to exercise control or direction over the Shelter. The Shelter does by this Agreement agree to perform said duties in strict accordance with legal, professional and ethical standards governing the provisions of said services.

6. Assignments Prohibited. The Shelter shall not assign this Agreement or any portion thereof, to any other Party without the express written consent of the City. The execution of any agreement which does assign this Agreement or any portion thereof shall immediately void this Agreement.

a. The Shelter may enter into agreements with qualified providers of services for which the Shelter is responsible pursuant to this Agreement as long as such agreements do not excuse the Shelter from its obligations to City as set forth herein.

7. Insurance. The Shelter will obtain and maintain policies of insurance of such kinds and in such amounts as required to protect the parties from claims and losses arising from the management and operation of the facility pursuant to this Agreement and shall cause City to be named as an additional insured on such

policies in accordance with the City's demonstrated interests as regarding an independent contractor. Pet Allies agrees to maintain coverage as follows:

- a. **Commercial General Liability Insurance** to include Premises liability coverage with a limit of not less than \$1,000,000 for each occurrence and an annual aggregate annual limit of not less than \$2,000,000.
 - b. **Commercial Automobile Liability Insurance** with a combined single limit for bodily injury and property damage of not less than \$1,000,000 with respect to any owned, hired or non-owned vehicles assigned to or used in performance of the Shelter's activities pursuant to this Agreement.
 - c. **Worker's Compensation Insurance** to cover obligations imposed by federal and state statutes governing the activities of any persons employed or otherwise engaged by the Shelter to perform activities pursuant to this Agreement.
 - d. On all policies, the City of Show Low shall be named as an additional insured, and an additional insured endorsement must accompany the certificate of insurance. The policy shall contain a waiver of subrogation endorsement in favor of the City of Show Low, its department, boards, commissions, and employees for losses arising from this Agreement.
 - e. The Shelter shall provide the City certificates of insurance and such other documentation as City may reasonably require confirming that the required coverages are in place. At least 15 days prior to any material changes in forms or amounts of coverage or any change in carriers providing such coverage, Shelter shall provide written notification to City of such proposed change.
- 8. Indemnification.** Notwithstanding the insurance provisions as set forth in Section 7 of this Agreement, the Shelter further agrees to defend, indemnify and hold harmless City, its agents, officers, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to, attorney fees, court costs and the cost of appellate proceeding), related to and or arising out of, the management or operation of the Facility pursuant to this Agreement.
- 9. Conflicts of Interest.** This Agreement is subject to the provisions of A.R.S. Section §38-503 pertaining to conflicts of interest, the provision of which is incorporated herein.
- 10. Notices.** Notices to be sent pursuant to this Agreement shall be sent by certified mail to the following addresses:

PET ALLIES:
Sean Modermott, Board Chair

CITY OF SHOW LOW:
Morgan Brown, City Manager

Pet Allies, Inc.
1321 N. 16th Street
Show Low, AZ 85901

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

11. Duties of the Parties. Pet Allies shall provide humane and safe care of animals that come into their care, custody or control by the City. Duties of the parties are further set forth in **Exhibit B**, attached hereto and incorporated herein.

12. Entire Agreement. This Agreement, including **Exhibits A and B**, constitutes the entire agreement between the parties with respect to the subject matter thereof. No modifications to the terms and conditions of the Agreement shall be binding upon the parties except as set forth in writing signed by both parties.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of the date first above written.

CITY OF SHOW LOW

By: _____
John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

Exhibit B

Duties of the Parties:

Shelter Access and Public Hours

The Shelter facility, located at 1321 N. 16th Street, Show Low, AZ 85901, shall be open to the public at least 15 hours per calendar week for public access to adopt reclaim and/or visit the animals in the facility, unless there is a substantial reason for closure as determined by the Shelter. City Animal Control Officers shall have access to all City animals, including to drop off or retrieve, at all times.

Animals

For the purposes of this Agreement "Animals" are defined as dogs, cats, rabbits, and common pet rodents such as gerbils, and hamsters. The shelter is not equipped to handle reptiles, bugs, bees, equine, bovine, wild animal crossbreeds (e.g., coyote/dog, wolf/dog, hybrid cats, etc.) or exotic animals and cannot accept custody of such animals. The shelter does have a wide range of contacts and will endeavor to assist the City in locating a suitable rescue facility for animals that they cannot accept.

City Animals

For the purposes of this Agreement, a "City Animal" is defined as an Animal (as defined above) that is delivered to the Shelter by a representative of the City. Until ownership is transferred to the Shelter, City Animals are the property of the City.

Kennel Space

Shelter agrees to provide kennel space for ten (10) City Animals. Specifically, eight (8) dog kennels and two (2) cat kennels, at all times, under the terms of this Agreement. Shelter may utilize other housing accommodations for City animals as specifically approved by the City. Animals housed together in one kennel shall count as one City Animal. The Shelter may accept additional City Animals, staffing and space permitting, at the Shelter's sole discretion. For each City Animal in excess of the specified ten (10) kennel spaces that the Shelter accepts from the City, the City shall be charged the Daily Boarding Fee at a daily rate of \$15.00 or portion thereof, beginning on the day of acceptance.

No-Kill Shelter

The Shelter is a certified no-kill shelter and as such, is prohibited from allowing or participating in euthanasia for population control purposes. Humane euthanasia is only allowed for animals that are suffering major medical issues or are behaviorally unsound/unsafe for adoption or placement. The failure of the Shelter to strictly maintain this policy would cause them to forfeit both their certification and the vast majority of their funding, resulting in closure of the facility. Accordingly,

the City agrees that no population control euthanasia shall take place at the Shelter facility.

The City shall pay for body disposal for City animals brought to the Shelter per this Agreement that are subject to humane euthanasia as set forth above.

Medical Care Animals

Shelter shall provide medical care to all City Animals, including routine medical care, Standard Vaccination Panel, deworming, and where appropriate, spay or neuter. The Shelter may decline Animals that require medical care that cannot be provided by the Shelter at its facility. The City shall be notified of any City Animal's additional medical needs and the City must consent in writing to the additional medical care prior to the Shelter obtaining the medical care.

Hold

- a. **Unknown Owner.** The Shelter agrees to provide appropriate care and housing for stray dogs for a period of 72 hours (as set forth in A.R.S. Sections 11-1013, 1021) unless reclaimed by its owners. Animals not reclaimed after 72 hours shall become the property of the Shelter.
- b. **Known or Suspected Owner.** The Shelter agrees to provide appropriate care to City Animals that have a known or suspected owner for a period of five days unless the owner relinquishes legal custody to the Shelter. City Animals not reclaimed after 5 days shall become the property of the Shelter (A.R.S. Section 11-1013).
- c. **Owner Surrender to the City.** In the event the City accepts an animal by owner surrender, the animal shall remain a City Animal for three days before the animal becomes the property of the Shelter.
- d. **Isolated Confinement and Quarantine.** The Shelter agrees to provide isolated confinement and quarantine for animals that have bitten a human being and cannot be quarantined at the home of the owner for a period of 10 days from the date of the bite. Confinement shall be in compliance with A.R.S. Section 11-1014. At the conclusion of the Quarantine period the Shelter shall hold the Animal for an additional 24 hours to allow time for either the City or the owner to take possession of the Animal. Animals not retrieved within 24 hours after quarantine shall become the property of the Shelter.
- e. **Court Ordered or Evidence Hold.** The City Animal shall be held in accordance with any lawful order of a court of competent jurisdiction. Animals not retrieved within 24 hours after expiration of Court Order or Evidence Hold shall become the property of the Shelter.

- f. **Safe-Keeping Animals.** Safe keeping animals are City Animals that have been placed into the Shelter by the City due to circumstances that render the owner incapable of taking care of the Animal as determined by the City. An Animal held for safe keeping, shall be held until retrieved by the Owner or as determined by the City.

Stray, Unowned, and Feral Kittens and Cats

In an effort to increase capacity at the Shelter's Facility, kittens found as strays under the age of 16 weeks and all cats that are identified as feral, unowned or eligible to be part of a return-to-field program shall not be required to be held for the mandatory stray hold if being released back after sterilization, vaccination and ear-tipping procedures or being placed into an adoption program.

Litters Under Eight Weeks Old

Kittens or puppies under the age of 8 weeks found as strays are not required to be held for the mandatory stray hold if placed to ensure a live outcome including, without limitation, adoption, foster, transfer, or transport programs.

Temporary Foster Care

With the exception of Isolated Confinement, Quarantine, Court Ordered and Evidence Hold Animals, all other Animals may be placed into temporary foster care if available at the sole discretion of the Shelter. Animals on Court Ordered or Evidence Hold may be fostered only upon written consent of the City.

Transfer of Ownership

To empower the Shelter to make lifesaving decisions about the appropriate care and achieve live outcomes and make kennel space available in the Shelter for the City, Animal ownership will automatically be transferred to the Shelter at the end of any mandatory stray hold period. The City reserves the right prior to the expiration of the hold period to extend the hold period for up to 30 days. This applies only to animals impounded or delivered to the Shelter by the City. The Shelter reserves the right prior to the expiration of the hold period to refuse to accept an animal for transfer due to severe medical or behavioral issues, as determined by observation and analysis of Pet Allies and Show Low Animal Control. In the event of a disagreement between the Pet Allies and Show Low Animal Control, the City has the discretion to obtain a binding third party determination by a veterinarian of the City's choice. The City shall be responsible for the veterinarian fees for said determination.

Compliance

The Shelter agrees to permit authorized representatives of the City to appear with or without notice to inspect the facility for the purpose of confirming the Shelter's compliance with the terms and conditions of the Animal Shelter Service Agreement.

Fees and Licenses

The Shelter agrees to collect all fees imposed by this Contract as set forth below, and as modified from time to time by resolution of the City, or as state statute requires. Owners of impounded City **Animals that are reclaimed by the owner shall be accessed the City Rate Daily Boarding Fee for each day or part of a day of boarding, the Impound Fee, Standard Vaccination Panel, and all veterinarian, vaccination, and medication fees incurred on behalf of the animal.**

At the time of adoption, the Shelter shall require the purchase of a city tag for all eligible dogs that will reside within Show Low City limits. The Shelter shall sell the City tags.

The Shelter will remit fees collected on a monthly basis. The Shelter will provide monthly records of impound fees collected.


FEE SCHEDULE

Impound	\$25 (to be remitted to the City; can be waived by City only)
Daily Boarding Fee	\$15 (to be retained by the Shelter)

LICENSES FEES


Altered dog license	\$5.00 (to be retained by the Shelter)
Senior citizen (65+)	\$3.00 (to be retained by the Shelter)
Unaltered Dog license	\$15.00 (to be retained by the Shelter)

PET ALLIES INC.

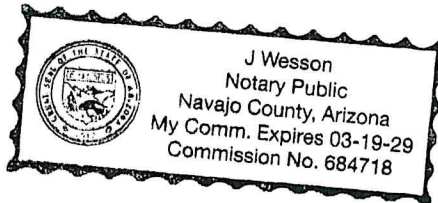
By: 
Sean Modernmott, Board Chair

STATE OF ARIZONA)
) SS.
COUNTY OF NAVAJO)

The foregoing instrument was acknowledged before me this 9 day of June, 2026, by Sean Modernmott, Board Chair, Pet Allies, Inc., personally known to me or proven to me on the basis of satisfactory evidence to be the same person whose name is subscribed to within the instrument and acknowledged that he/she executed it for the purposes therein contained and, that he/she has the authority to so execute.


Notary

Seal



MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, JUNE 2, 2026, AT 7:00 PM IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA

1. Call to Order.

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

2. Roll Call.

COUNCIL MEMBERS PRESENT: Mayor Leech, Councilman Adams, Councilman Hatch, Councilman Judd, Councilman Whipple

COUNCIL MEMBERS ABSENT: Vice Mayor Kakavas and Councilman Clark.

STAFF MEMBERS PRESENT: F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Greg Westover, Police Chief; Shane Hemesath, Public Works Director; Chris Reid, City Engineer; Lisa Robertson, Grants and Transit Manager; Shannon Adams, Grants Coordinator; and Rachael Hall, City Clerk.

GUESTS: Jerry and Karen Smith, Reg Destree, Doug Roberts, Roger Brown, and others.

3. Invocation.

Councilman Adams gave the invocation.

4. Pledge of Allegiance.

Councilman Hatch led the Council and audience in the pledge of allegiance.

5. **CALL TO THE PUBLIC:**

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

None.

6. **SPECIAL EVENTS:**

A. Presentation Regarding Arizona Alpine Trail Master Plan

Jerry Smith, President of the Arizona Alpine Trail, provided an update on the Arizona Alpine Trail project. Mr. Smith reported that the Master Plan was completed earlier in the year. He stated that a grand opening and celebration of the Master Plan was held on April 18 in Show Low and thanked the City for providing the park pavilion for the event.

Mr. Smith explained that the Arizona Alpine Trail was a 704-mile off-highway vehicle (OHV) trail system connecting approximately 20 communities throughout Arizona. He stated that the trail was designed to be marketed through various loop routes originating from communities such as Show Low, allowing visitors to choose one-day, two-day, three-day, or four-day excursions. Information regarding trail conditions, lodging, dining, and other amenities would be included to promote tourism and economic development in participating communities.

Mr. Smith noted that OHV users typically spend approximately \$300 per day while traveling and stated that the organization anticipated attracting approximately 300 trail users per day once marketing efforts were fully underway. He indicated that Show Low was expected to be one of the primary beneficiary communities due to its central location within the trail system.

Mr. Smith reported that the next phase of the project would focus on promotion and economic development. He stated that the Arizona Office of Outdoor Recreation, Arizona Office of Tourism, and Arizona Highways expressed interest in supporting promotional efforts. He advised that meetings with local economic development representatives, chambers of commerce, businesses, and state tourism officials were anticipated in July to coordinate marketing efforts.

Mayor Leech thanked Mr. Smith for his work on the project and expressed enthusiasm for the trail system and its potential benefits to the region. He inquired whether riders could travel from Show Low to Heber-Overgaard and return via a loop route without crossing State Route 260.

Mr. Smith responded that riders would need to cross State Route 260 because portions of the trail system were located on both the north and south sides of the highway. He also announced a planned trail ride on June 20 that would begin at the Clay Springs Trailhead, travel through the Heber area, and return via the Arizona Outback Trail. He noted that the ride was being organized by the White Mountain Open Trails group.

7. **CONSENT CALENDAR:**

A. Consideration of Minutes of Show Low City Council meetings:

1. Regular Meeting of May 26, 2026

COUNCILMAN ADAMS MOVED TO APPROVE THE CONSENT CALENDAR AS PRESENTED; SECONDED BY COUNCILMAN JUDD; PASSED 5 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

8. **NEW BUSINESS:**

- A. Consideration of Ordinance No. 2026-04, Authorizing Purchase of Real Property known as a portion of APN 210-13-060F from Grit AZ, LLC (Shannon Adams)

Ms. Adams said that approximately \$280,000 had been offered to the City of Show Low by the Arizona Department of Housing through the Community Development Block Grant (CDBG) program. This program funded projects to assist persons of low-to-moderate income, to prevent or eliminate slums or blight, or to solve an urgent need or health hazard.

Ms. Adams said that on October 21, 2025, the City Council passed Resolution No. R2025-13, determining the City's priority use of the 2025 CDBG funds was the purchase and rehabilitation of the dining room of the Senior Center. Staff submitted an application to the Northern Arizona Council of Governments, and the Arizona Department of Housing approved the use of CDBG funds for the purchase of the Senior Center Dining Room.

Ms. Adams said that staff approached Sheldon Lau of Grit AZ, LLC, expressing interest in purchasing the Senior Center Dining Room. The City was interested in purchasing the room because it was part of the building housing the Senior Center and Meals on Wheels program, and grant funds could not be used to rehabilitate a building not owned by the City. Owning the entire building would enable the City to pursue grant funding for the rehabilitation of the facility. The City had the property appraised and offered Mr. Lau the appraised value of \$170,000.

Ms. Adams said that the agreement was for the sale of the property at \$170,000. The purchase of the property and related fees were reimbursable through CDBG grant funds. Any fees associated with the release of the Deed of Trust were not covered by the grant. The City was requesting that \$2,500 be set aside from the Property Acquisition line item to cover these fees, if necessary.

Ms. Adams said staff recommended adopting Ordinance No. 2026-04 and authorizing the purchase of real property, known as a portion of APN 210-13-060, from Grit AZ, LLC.

By unanimous consent, Ms. Hall read Ordinance No. 2026-04 by title only, as all Councilmembers have a copy.

COUNCILMAN ADAMS MOVED TO ADOPT ORDINANCE NO. 2026-04, AUTHORIZING THE PURCHASE OF REAL PROPERTY KNOWN AS A PORTION OF APN 210-13-060F FROM GRIT AZ, LLC; SECONDED BY COUNCILMAN WHIPPLE; PASSED 5 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

B. Consideration of Ground Lease Agreement with Cellco dba Verizon for Light Pole Cell Tower at Frontier Field (Anna Atencio)

Ms. Atencio said that City staff was approached by Destree Development, LLC, on behalf of Cellco, dba as Verizon Wireless ("Verizon"), about replacing a light pole at Frontier Field, 780 East Deuce of Clubs, with a light pole tower capable of supporting their communications equipment and leasing ground space for the associated ground equipment facility. Frontier Field was noted to have a cellular service weakness or gap, especially during busy times at the park.

Ms. Atencio said the proposed light pole tower would be on the southwest side of Frontier Field, closest to the Coca-Cola business. The light pole tower would be inside the field fence, as the current light pole, and the ground equipment facility would be outside the fence, as depicted in the map. The ground equipment facility would be fenced with an eight-foot-high block fence. Verizon would have 24/7 access to the light tower and ground equipment facility in a defined emergency. However, in recognition of field use and activities, non-emergencies would require 48 hours' notice and coordination with the City.

Ms. Atencio said that the height of the light pole was approximately 80 feet. The current light pole was approximately 69 feet. The light pole tower would be of similar composition, color, and style as the existing light pole. The site and elevation did not require Federal Aviation Administration approval.

Ms. Atencio said that the use of City property for telecommunications facilities was a permitted use. No public hearings or notice were required.

Ms. Atencio said that the initial term of the Agreement was five years unless otherwise terminated and was automatically extended for two additional terms of five years each unless otherwise terminated in accordance with the Agreement. After the expiration of the Agreement, the communication facility, including the light pole tower, would be conveyed to the City, minus the communication equipment. The City had the option to require Verizon to remove all its facilities upon expiration or termination of the Agreement.

Ms. Atencio said Verizon would pay an annual rent of \$18,000, payable monthly in equal installments. This fee would be increased annually on the Commencement Date by 2.95%. Verizon would provide all the required insurance.

Ms. Atencio said that the final Agreement was pending Verizon approval, which would take three to four weeks. Changes were not anticipated. Destree Development, LLC, requested that the Agreement be presented to the City Council so they can move forward with the project. Staff recommended approval of the Ground Lease Agreement between the City of Show Low and Cellco Partnership, dba Verizon Wireless, authorizing the City Attorney to accept minor changes to the Agreement and authorizing the Mayor to sign the associated documents.

COUNCILMAN WHIPPLE MOVED TO APPROVE THE GROUND LEASE AGREEMENT BETWEEN THE CITY OF SHOW LOW AND CELLCO PARTNERSHIP, DBA AS VERIZON WIRELESS, AND AUTHORIZE THE CITY ATTORNEY TO ACCEPT MINOR CHANGES TO THE AGREEMENT AND AUTHORIZE THE MAYOR TO SIGN THE ASSOCIATED DOCUMENTS; SECONDED BY COUNCILMAN ADAMS; PASSED 5 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

- C. Consideration of Resolution No. R2026-14 Adopting Tentative Budget and Establishing Expenditure Limitation for Fiscal Year Ending June 30, 2027 (Justin Johnson)

Mr. Johnson reviewed the tentative budget for Fiscal Year 2027. The presentation would be attached to the minutes. He said the required forms would be published twice in the local newspaper, and the City Council would be asked to adopt them as final on June 16, 2026, following a public hearing on the budget.

Councilman Hatch inquired about the status of grant funding for the Scott Ranch Road project.

Mr. Johnson reported that the City had submitted a grant application for approximately \$22 million to fully fund the project. He explained that, in prior years, the grant program required a local match; however, the City had received state funding to complete the project design to 100 percent. As a result, the project qualified for a higher level of funding and no longer required a local match. Mr. Johnson stated that the grant application had been submitted and that award announcements were expected later in the month. Mr. Johnson further noted that funding was available to ensure the project remained shovel-ready.

Mayor Leech discussed the City's continued budgeting efforts for the project and stated that the City would continue to include funding in its budget until grant funding was secured. He noted that the City had been pursuing funding for the project for many years and expressed hope that additional support would be received.

COUNCILMAN JUDD MOVED TO ADOPT RESOLUTION NO. R2026-14

ADOPTING THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR FISCAL YEAR 2027 AT \$149,615,506; SECONDED BY MAYOR LEECH; PASSED 5 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

9. **AT THIS TIME, THE CITY COUNCIL WILL RECESS INTO A SPECIAL MEETING OF THE SHOW LOW BLUFF COMMUNITY FACILITIES DISTRICT BOARD TO ADOPT THE TENTATIVE BUDGET FOR FISCAL YEAR 2026-27 FOR THE DISTRICT:**

The Show Low City Council recessed into a Special Meeting of the Show Low Bluff Community Facilities District Board at 7:32 p.m. The Show Low City Council reconvened at 7:35 p.m.

10. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Councilman Adams encouraged citizens to visit the Show Low Museum.

B. Mayor

None.

C. City Manager

Mr. Brown said the annual Show Low Rodeo would be held this week on Friday and Saturday at Linden Valley Arena, with events beginning each evening at 6:00 p.m. After Saturday's rodeo, attendees could enjoy a live concert featuring Arizona Peaches.

Mr. Brown said, also on Friday, the Cruz'n the Rim Car Show "Cruise the Deuce" would start at 5:30 p.m. from the corner of Highway 60 and State Route 260. The cars would cruise through the City on the Deuce of Clubs, ending at Hatch Toyota for a hamburger burn event. Then on Saturday, there would be the Cruz'n the Rim Car Show at Frontier Fields.

Mr. Brown said that, in public works projects, the City's contractor continued work at the Timothy McKay Memorial Park. Crews continued to work on the rehabilitation of the Elks Lodge baseball field. Work continued on 36th Drive, and crews focused on paving 9th Place this week ahead of the car show at the Woolford subdivision. He thanked the citizens for their patience as improvements were made around the City.

11. **SCHEDULE OF MEETINGS:**

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

Mr. Brown noted that the Council would hold only one regular meeting in July, scheduled for July 21.

12. **ADJOURNMENT:**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF JUNE 2, 2026, AT 7:38 P.M.**

ATTEST:

APPROVED:

Rachael Hall, City Clerk

John Leech, Jr., Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of Show Low held on June 2, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 20__.

(SEAL)

Rachael Hall, City Clerk

FY2027 Tentative Budget

\$149,615,506

June 2, 2026

City of Show Low



Budget Process

June 2 – Tentative Budget Adoption

June 16 – Final Budget Adoption

July 21 – Adopt Secondary Tax Rate

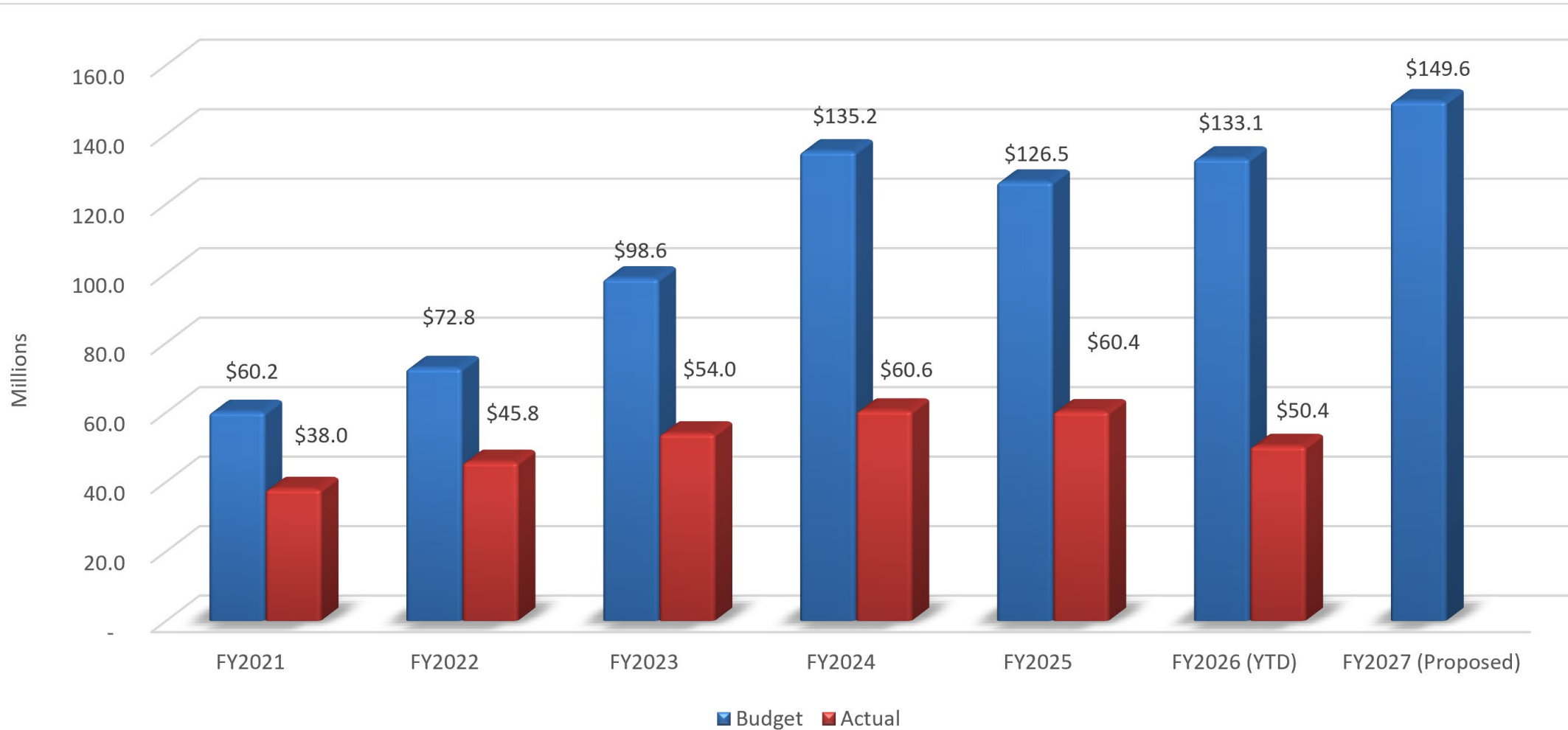


- ♣ Preserve/Maintain Infrastructure
- ♣ Quality of Life
- ♣ Community/Economic Development
- ♣ Organization



Adopted Budget vs Actual

Tentative Budget FY2027

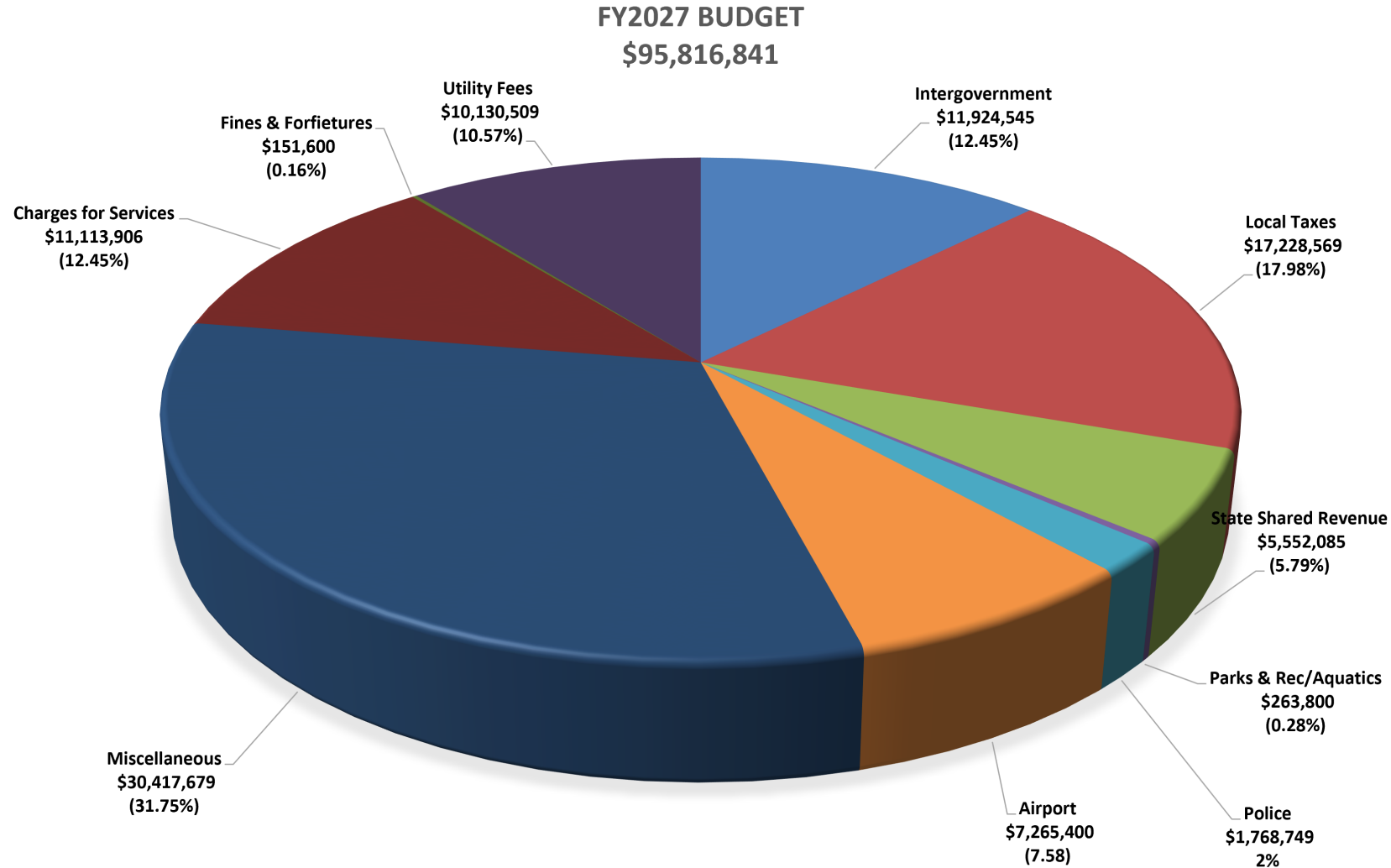


- ♣ Beginning Balance - \$34,992,915
 - ◆ Savings and reserves from prior years
- ♣ Other Financing Sources - \$11,000,000
 - ◆ Unanticipated (Budget Authority)
- ♣ Inter-Fund Transfers - \$7,626,285
- ♣ Operating Revenues - \$ 85,885,264
 - ◆ Revenue that will be collected or earned during the year



Revenues

Tentative Budget FY2027



Utility Fees - \$12.96 Million

Water
(\$4.35 Million)

- CPI adjustment to rates January 1st

Wastewater
(\$6.68 Million)

- CPI adjustment to rates January 1st

Sanitation
(\$1.93 Million)

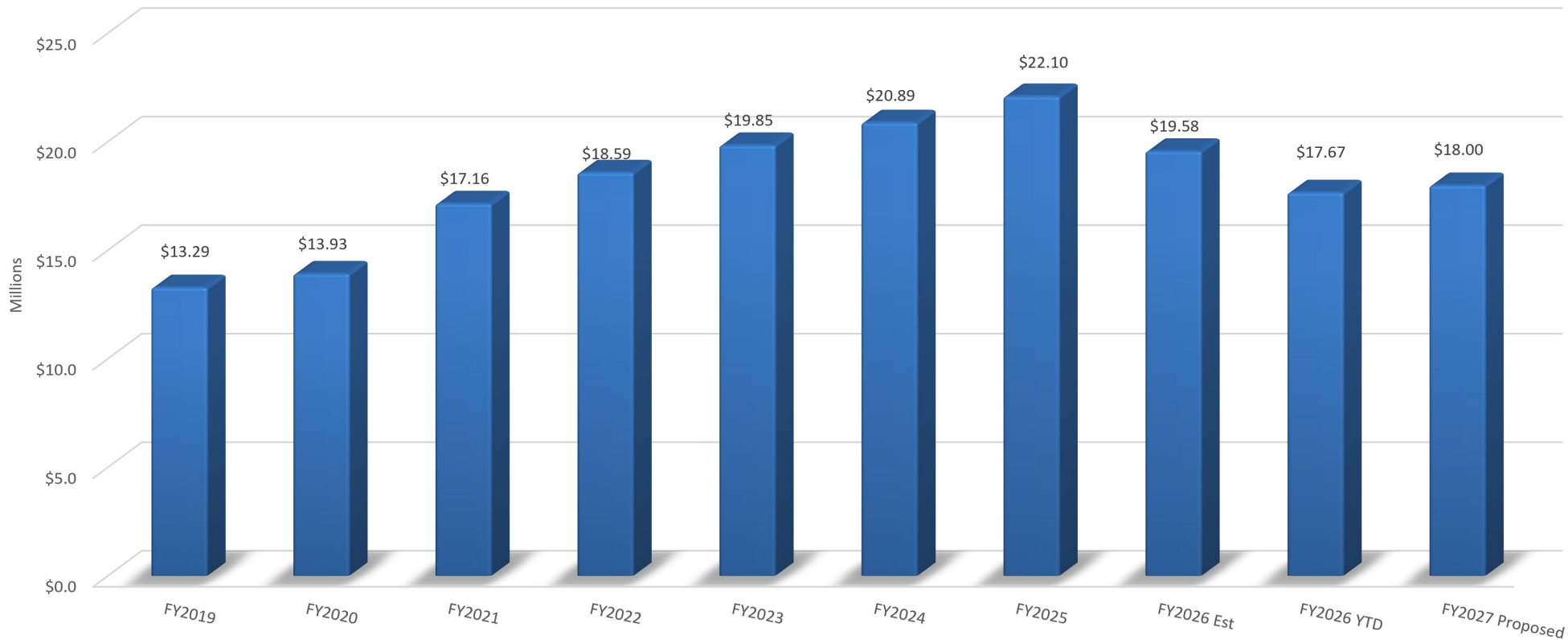
- CPI increase to rates July 1, 2026 (4.9%)
- Regular and recycle cart
 - New Rate \$23.99 Current Rate \$22.87
- Each additional cart
 - New Rate \$14.58 Current Rate \$13.90



Local Sales Tax - \$18M

Tentative Budget FY2027

Local Sales Tax (2%)



	State Estimate FY2027	5% Reduction	City Budget FY2027
<i>Sales</i>	\$1,858,888	\$92,944	\$1,765,944
<i>Income</i>	\$2,602,745	\$130,137	\$2,472,608
<i>VLT</i>	\$1,213,591	\$60,680	\$1,152,911
<i>HURF</i>	\$2,221,604	\$111,080	\$2,110,524
	\$7,896,828	\$394,841	\$7,501,987

State Shared Revenue

Tentative Budget
FY2027



♣ Grant Revenue

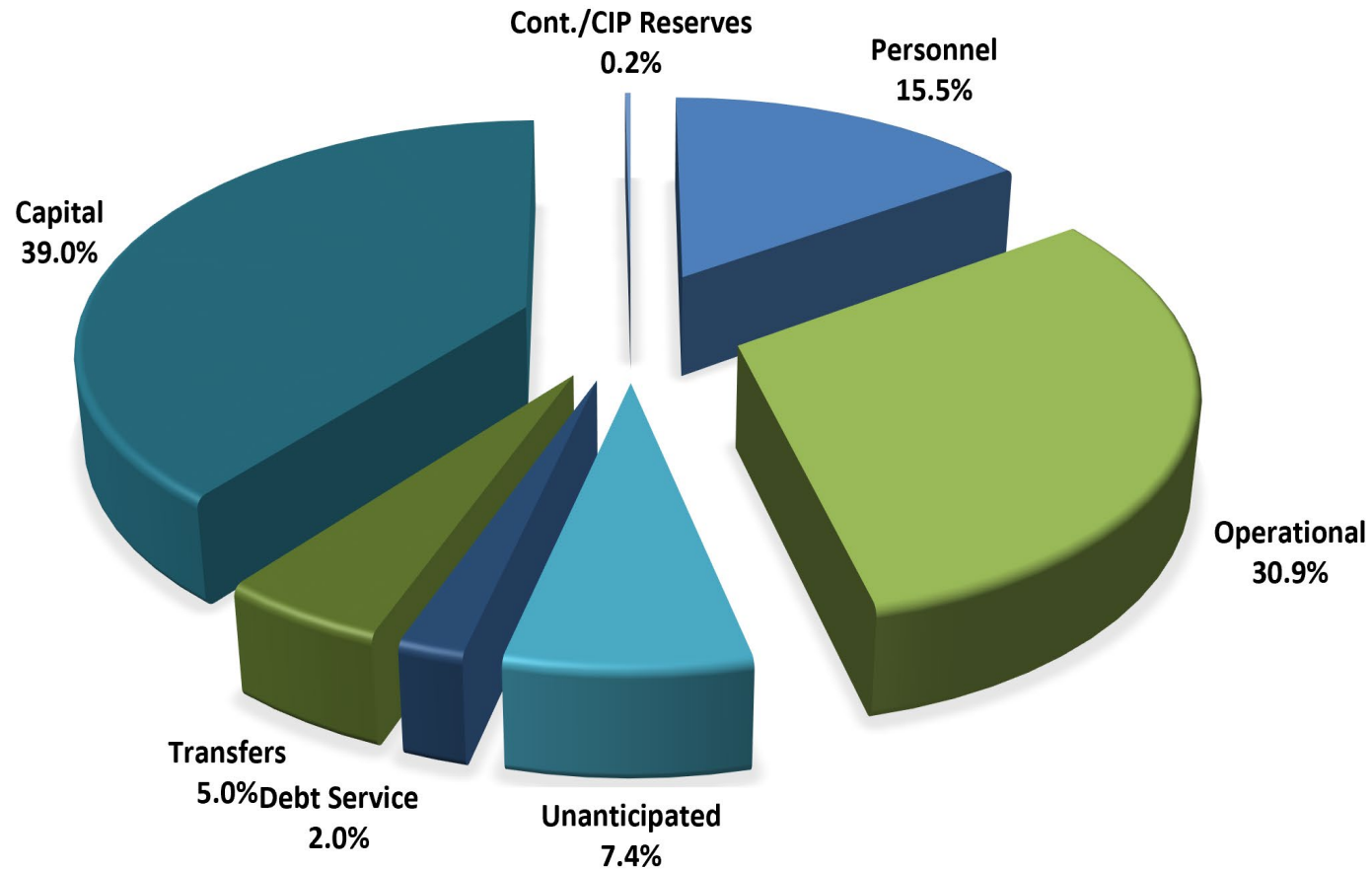
- ◆ Nikolaus Park Turf (\$1,200,000)
- ◆ Timothy McKay Park (\$867,758)
- ◆ School Resource Officer Grant (\$150,000)
- ◆ Airport Grants (\$7.2 Million)
- ◆ Transit, 5311 Grant (\$1.5 Million)
- ◆ Scott Ranch Road (\$22 Million)

♣ New grants will come before council for approval



Where does the money go? -expenditure by type

Tentative Budget FY2027



♣ Excluding unanticipated and transfers



Personnel - \$22,520,929
195.60 FTEs

Tentative Budget FY2027

- ♣ Addition of 0.5 FTEs in Library
 - ◆ Change P.T. Information Specialist to F.T.
- ♣ Increase of 1.0 FTE in Police Department
 - ◆ 1 Police Admin – IT Specialist
- ♣ Increase of 1.0 FTE in Water
 - ◆ Maintenance Technician IV
- ♣ ASRS Rate – slight decrease
 - ◆ From 12.0% to 11.98% Employer/Employee
- ♣ PSPRS Rate – no net change from FY26



Capital/Contingencies by Department ~ \$69.2M

Tentative Budget FY2027

Airport	\$ 2,435,000
Animal Control	\$ 130,000
Cemetery	\$ 339,000
Community Services	\$ 250,000
General Operations	\$ 11,004,622
Parks/Facilities Maintenance	\$ 7,726,945
Planning & Zoning	\$ 68,500
Police Communications	\$ 451,334
Police Operations	\$ 1,125,450
Public Transportation	\$ 501,000
Streets	\$ 35,442,000
Wastewater	\$ 4,646,524
Water	\$ 5,088,000

Total \$ 69,208,375



Operating Reserves - \$8.4M

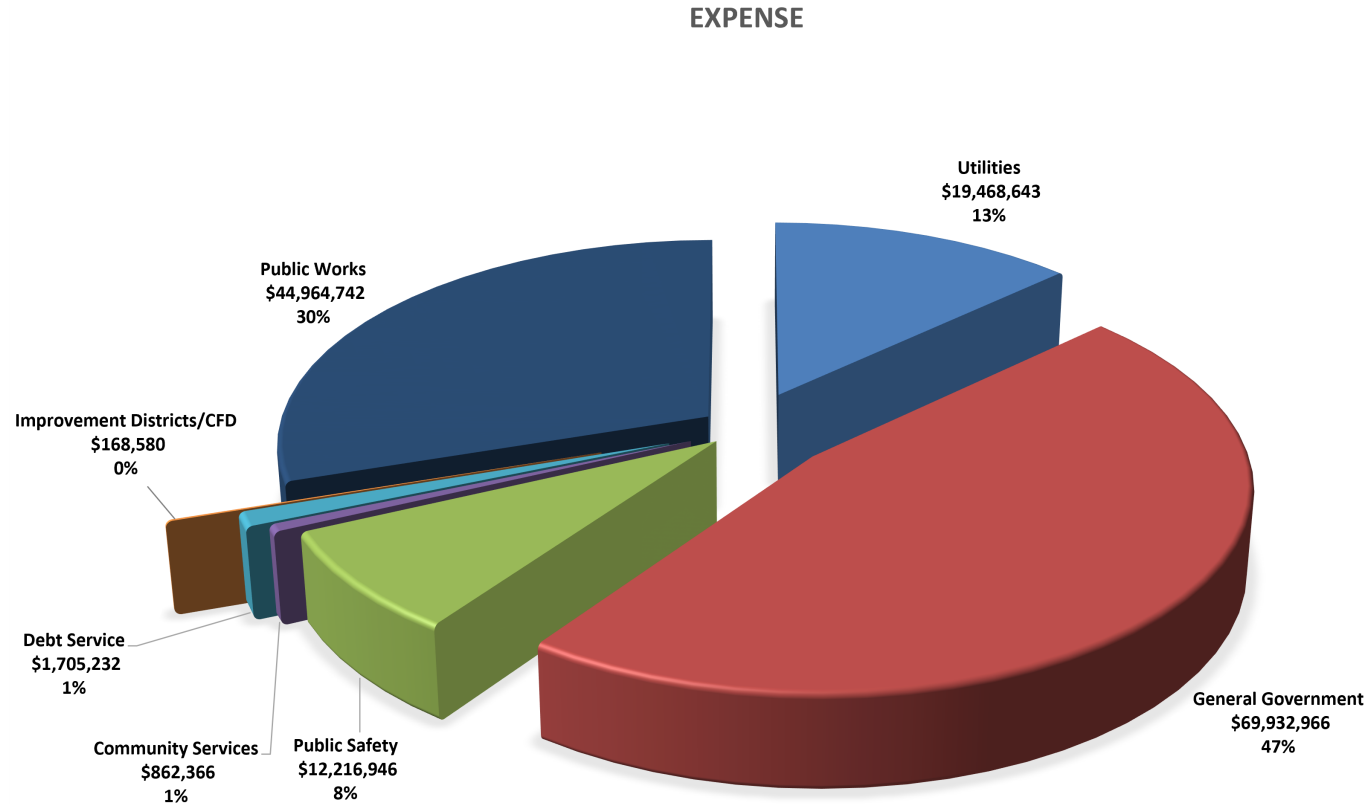
Tentative Budget FY2027

Fund	Operating Reserve Goal	FY2027 Set-aside
General Fund	\$ 5,454,087	\$ 5,454,087
Water Operations	\$ 921,197	\$ 921,197
Wastewater Operations	\$ 580,421	\$ 580,421



Where does the money go? expense by service area

Tentative Budget FY2027



- ♣ Tentative Budget Adoption (Tonight)
 - ◆ Establishes Expenditure Limitation (Resolution R2026-14, \$149,615,506)
 - ◆ Budget advertised in paper

- ♣ Final Budget Adoption (June 16)
 - ◆ Public Hearing on Budget & Tax Levy

- ♣ Secondary Property Tax Levy (July 21)



FY2027 Tentative Budget
\$149,615,506

Tentative Budget FY2027



**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Access Control System Replacement by AMK Solutions, LLC, Approval of Scope Revision, and Authorization of Associated Budget Transfers (Chris Tewalt)

RECOMMENDATION

I **MOVE** to accept the access control replacement completed by AMK Solutions, LLC, approve the scope revision resulting in a final cost of \$159,883.75, authorize the associated budget transfer, release the retainage, and initiate the two-year warranty period.

BACKGROUND

At the December 9, 2025 City Council meeting, a contract was awarded to AMK Solutions, LLC for an amount not to exceed \$156,428.75, for the replacement of access control systems through the City of Show Low. The City had an outdated access control system that required replacement. The new system significantly enhances the City's security infrastructure by restricting access to sensitive areas and maintaining a detailed log of the date, time, and employee identity for each access event.

The City requested a scope revision from the contractor to accommodate the Show Low Police Department evidence building gate addition at an additional cost of \$3,454.96.

Staff recommends accepting the access control system replacement completed by AMK Solutions, LLC, approving the scope revision resulting in a final total cost of \$159,883.75, authorizing the associated budget transfers, releasing the retainage, and initiating the two-year warranty period.

ATTACHMENTS

None

FISCAL IMPACT

Final cost: \$159,883.75
Funding source (account no.): Equipment Purchase (11-440-495-7410-0000/4402602);
Professional & Consulting (11-440-430-3200-0000)

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Ellsworth and Sylvester Waterline, City of Show Low Project No. 76026113, Approval of Scope Revision, and Authorization of Associated Budget Transfers (Chris Reid)

RECOMMENDATION

I **MOVE** to accept the Ellsworth and Sylvester Waterline Replacement, City of Show Low Project No. 76026113, approve the scope revision resulting in a final cost of \$196,360.80, authorize the associated budget transfers, release the retainage, and initiate the two-year warranty period.

BACKGROUND

The 2025 City Budget has remaining funds available from the NPC Waterline and Fools Hollow Phase 2 Waterline Replacement projects. This project scope included installation of new eight-inch and six-inch waterlines, fire hydrants, water services, and related appurtenances along 3301 South White Mountain Road (SR260) near Ellsworth Road and in the Fools Hollow Subdivision along West Sylvester Circle.

At the February 17, 2026, City Council meeting, a construction contract was awarded to Apache Underground, LLC for an amount not to exceed \$157,194, after public solicitation of bids from qualified contractors. Completion of the project also required a scope revision at an additional cost of \$45,243.60, for realignment of the new eight-inch main along SR260 to avoid an unmarked fiber-optic line discovered during construction. Realignment of the new water main included concrete slurry backfill, as well as removal and replacement of the shoulder pavement section along SR260 to satisfy the Arizona Department of Transportation requirements.

Staff recommends accepting the Ellsworth and Sylvester Waterline Replacements, City of Show Low Project No. 76026113, approving the scope revision resulting in a final total cost of \$196,360.80, authorizing the associated budget transfers, releasing the retainage, and initiating the two-year warranty period.

ATTACHMENTS

1. Aerial Map

FISCAL IMPACT

Anticipated cost: \$196,360.80
Funding source (account no.): NPC AC Replacement (43-760-180-1620-0000/7602545) & Fools Hollow WL PH2 (43-760-180-1620/7602548)



**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Award of Contract for Purchase of Tasers from Axon Enterprise, Inc. (Greg Westover)

RECOMMENDATION

I **MOVE** to award a five-year contract with Axon Enterprise, Inc. for the purchase of new Tasers and requisite supplies in an amount not to exceed \$203,784.84.

BACKGROUND

The Show Low Police Department uses Tasers from Axon Enterprise, Inc. as a less-than-lethal option in the performance of their duties. The current Taser 7s are approaching their end of life and will no longer be supported by the vendor. The latest version, Taser 10, was introduced in 2023 and has proven to be a reliable option for police worldwide.

The Show Low Police Department negotiated a five-year contract with Axon Enterprises for the Taser 10 at a total cost of \$203,784.84. The cost per year is:

July 2026	\$27,385
July 2027	\$44,107
July 2028	\$44,107
July 2029	\$44,107
July 2030	\$44,107

This is a sole-source purchase as no other company makes a comparable product to the Taser.

Staff recommends approval of the contract to purchase Tasers from Axon Enterprises, Inc., in an amount not to exceed \$203,784.84.

ATTACHMENTS

1. Axon Master Services Purchasing Agreement 5.5.26
2. Updated TASER 10 Discounted Quote

FISCAL IMPACT

Anticipated cost: Five-year contract — \$27,358.09 (1st year), \$44,106.69 (years 2–5). Total price \$203,784.84
Funding source (account no.): Rental & Maintenance Contracts (11-455-450-4420-0000)



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's



Master Services and Purchasing Agreement

- warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.



- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Free Trial.**
- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance and Customer shall be named as an additional insured by endorsement on applicable policies. Axon's policies shall include a waiver of subrogation in favor of the Customer, its departments, boards, commissions, and employees. All insurance maintained by Axon shall be primary and non-contributory. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and



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cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. The Parties acknowledge that Customer is subject to Arizona Public Records Law (A.R.S. § 39-121 et seq.), and the obligations set forth in this Section are subject to such law. Accordingly, notwithstanding anything to the contrary herein, Customer may disclose Confidential Information to the extent required by applicable law. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law and to the best of its ability, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a



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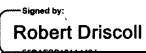
"Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature:  _____
 Name: Robert Driscoll _____
 Title: Deputy General Counsel _____
 Date: 5/5/2026 | 1:33 PM MST _____

CUSTOMER:

The City of Show Low, Arizona

Signature: _____
 Name: _____
 Title: _____
 Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
 3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use
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of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata)



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and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 - 12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
 - 12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
 - 12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.
 - 13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").
 - 13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
 - 13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
 - 13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:**
 - 14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.
 - 14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.



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14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value if the allowance. Axon does not provide refunds for unused portions of the allowance.

15. Carbyne Products and Services

15.1. **Privacy Policy.** Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: <https://carbyne.com/app-privacy-policy/> and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

16. Prepared Products and Services.

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

19.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

19.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

19.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

19.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;



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- 19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 19.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
 21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.</p>
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations.</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.</p>
<p>Users go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.</p>
<p>Post go-live review</p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need



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<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Dock access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>User go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers. • Discuss the importance of entering metadata and best practices for digital data management. • Provide referrals to other customers using TASER CEWs and Axon Evidence. • For the CEW Full-Service Package: On-site assistance included. • For the CEW Starter Package: Virtual assistance included.
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.</p>
<p>Axon Evidence Instructor Training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full-Service Package: Training for up to 3 individuals at Customer's facility • For the CEW Starter Package: Training for up to 1 individual virtually
<p>TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full-Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.</p>



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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service,**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.



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<p>Disclosures</p> <ul style="list-style-type: none"> Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: <ol style="list-style-type: none"> Public Defender Case Sharing Disclosure Portal Download Links
<p>Training</p> <ul style="list-style-type: none"> Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
<p>Go-Live Plan</p> <ul style="list-style-type: none"> Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
<p>Implementation document packet</p> <ul style="list-style-type: none"> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<p>Post go-live review</p>

- Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
- Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
- Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

Additional Trainings. If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.
- Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer



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must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
4. **Dedrone Refresh.** Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.
8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Device or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium OSP 10 Plus Premium and the TASER component of any TASER mounted drones purchased from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.
 - 3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.
 - 3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.
 - 3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-



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in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. Definitions.

- 1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. Customer Responsibilities. When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-799287-46073TC

Issued: 02/20/2026

Quote Expiration: 05/31/2026

Estimated Contract Start Date: 07/01/2026

Account Number: 113123

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Show Low Police Dept. - AZ 411 E Deuce Of Clubs Show Low, AZ 85901-4805 USA	Show Low Police Dept. - AZ 411 E Deuce Of Clubs Show Low AZ 85901-4805 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200	Mike Butora Phone: (928) 537-5091 Email: mbutora@showlowaz.gov Fax: (928) 537-8346

Quote Summary

Program Length	61 Months
TOTAL COST	\$183,284.69
ESTIMATED TOTAL W/ TAX	\$203,784.84

Discount Summary

Average Savings Per Year	\$13,136.06
TOTAL SAVINGS	\$66,774.98

Non-Binding Budgetary Estimate

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	\$25,000.00	\$2,358.09	\$27,358.09
Jul 2027	\$39,571.18	\$4,535.53	\$44,106.71
Jul 2028	\$39,571.17	\$4,535.52	\$44,106.69
Jul 2029	\$39,571.17	\$4,535.52	\$44,106.69
Jul 2030	\$39,571.17	\$4,535.49	\$44,106.66
Total	\$183,284.69	\$20,500.15	\$203,784.84

Non-Binding Budgetary Estimate

Quote Unbundled Price: \$250,074.32
 Quote List Price: \$191,274.32
 Quote Subtotal: \$183,284.69

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	\$123.35	\$123.35	\$10.40	\$133.75
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$14,548.02	\$14,548.02	\$1,163.85	\$15,711.87
C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	60	\$118.99	\$90.99	\$80.20	\$168,420.00	\$19,309.59	\$187,729.59
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	36	1		\$5.37	\$5.37	\$193.32	\$16.31	\$209.63
Total							\$183,284.69	\$20,500.15	\$203,784.84

Non-Binding Budgetary Estimate

Firearms and Ammunition Excise Tax

SKU	Description	Taxable Amount	FAET Rate	FAET Amount
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$9,725.50	0.11	\$1,069.80
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	\$1,797.12	0.1	\$179.71
20018	AXON TASER - BATTERY PACK - TACTICAL	\$3,136.00	0.1	\$313.60
20018	AXON TASER - BATTERY PACK - TACTICAL	\$89.60	0.1	\$8.96
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	\$11,064.90	0.11	\$1,217.14
101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	\$4,416.30	0.1	\$441.63
101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	\$126.18	0.1	\$12.62
			Total	\$3,243.46

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	2	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	2	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	35	2	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	530	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	35	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	2	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	3	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	35	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	35	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	07/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75	1	1	07/01/2026

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		IN			
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	07/01/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	07/01/2028
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	2	1	01/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	01/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	07/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	07/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	36	07/01/2026	07/31/2026
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	35	08/01/2026	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	35	08/01/2026	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	35	08/01/2026	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2026	07/31/2031

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	35
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	35

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	2	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	35	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	2	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	35	07/01/2027	07/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2027	07/31/2031

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	411 E Deuce Of Clubs	Show Low	AZ	85901-4805	USA
2	411 E Deuce Of Clubs	Show Low	AZ	85901-4805	USA

Payment Details

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	20248	AXON TASER - EVIDENCE.COM LICENSE	36	\$11.84	\$1.00	\$12.84
Annual Payment 1	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	\$10,316.79	\$1,182.84	\$11,499.63
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$14,548.02	\$1,163.85	\$15,711.87
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	\$123.35	\$10.40	\$133.75
Total				\$25,000.00	\$2,358.09	\$27,358.09

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	20248	AXON TASER - EVIDENCE.COM LICENSE	36	\$45.37	\$3.83	\$49.20
Annual Payment 2	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	\$39,525.81	\$4,531.70	\$44,057.51
Total				\$39,571.18	\$4,535.53	\$44,106.71

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	20248	AXON TASER - EVIDENCE.COM LICENSE	36	\$45.37	\$3.83	\$49.20
Annual Payment 3	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	\$39,525.80	\$4,531.69	\$44,057.49
Total				\$39,571.17	\$4,535.52	\$44,106.69

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	20248	AXON TASER - EVIDENCE.COM LICENSE	36	\$45.37	\$3.83	\$49.20
Annual Payment 4	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	\$39,525.80	\$4,531.69	\$44,057.49
Total				\$39,571.17	\$4,535.52	\$44,106.69

Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	20248	AXON TASER - EVIDENCE.COM LICENSE	36	\$45.37	\$3.82	\$49.19
Annual Payment 5	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	\$39,525.80	\$4,531.67	\$44,057.47
Total				\$39,571.17	\$4,535.49	\$44,106.66

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Rewritten Quotes --->>> Q-371323,

Agency is terminating those contracts effective 8/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

Transfer Balance --->>> The parties agree that Axon is applying a Transfer Balance of \$14,671.37

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Pending Billing Contingency --->>>

Posted Invoices Contingency --->>> Outstanding Invoice - INUS382735 - 10/1/2025 - \$27,585.24

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship

Non-Binding Budgetary Estimate

refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.



MTG DATE: 6/16/2026
ITEM: 7.D

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Ordinance No. 2026-05, Authorizing Exchange of Parcels of Real Property of Substantially Equal Value with ANNSH LLC (Anna Atencio)

RECOMMENDATION

By unanimous consent, read Ordinance No. 2026-05 by title only, since all Council members have a copy.

I **MOVE** to adopt Ordinance No. 2026-05 and approving the Agreement for the Exchange of Real Property with ANNSH, LLC.

BACKGROUND

The City of Show Low owns real property within the City, generally described as Assessor Parcel Numbers 210-19-062, 210-19-050, and 210-18-015B. ANNSH, LLC owns real property in the City of Show Low, generally described as Assessor Parcel Number 210-19-007B. The Parties desire to exchange portions of the parcels for the benefit of the Timothy McKay Memorial Park. ANNSH LLC will exchange approximately 4,262 square feet to the City. And the City will exchange 6,716 square feet to ANNSH, LLC.

Arizona Revised Statutes §9-407 allows for the exchange of real property owned by the City. The statute requires that the exchange of property be done by ordinance after the exchange has been published in the local newspaper. A notice of intent has been published in the local newspaper. The exchange of property must be for substantially equal value. Due to the topography and usability of the portions of properties being exchanged, the portions are of substantially equal value.

Ordinance No. 2026-05 finds that the portions of the parcels are of substantially equal value and authorizes the Mayor to execute the necessary documents to trade the City-owned property for privately owned property as shown on the attached maps.

Staff recommends that Council adopt Ordinance No. 2026-05 and approve the Agreement for the Exchange of Real Property with ANNSH, LLC.

ATTACHMENTS

1. Ordinance No. 2026-05
2. Land Exchange Agreement
3. Aerial Map

FISCAL IMPACT

N/A

CITY OF SHOW LOW ORDINANCE NO. 2026-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, AUTHORIZING THE EXCHANGE OF PARCELS OF REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE

RECITALS:

WHEREAS, pursuant to A. R. S. § 9- 407, the City of Show Low, Arizona (“City”) may authorize the exchange of a parcel of City-owned real property for any other parcel of real property if the parcels are of substantially equal value; and

WHEREAS, the City owns real property within the City, generally described as Assessor Parcel Numbers 210-19-062, 210-19-050, and 210-18-015B; and

WHEREAS, ANNSH, LLC owns real property in the City of Show Low, generally described as Assessor Parcel Number 210-19-007B; and

WHEREAS, the Parties desire to exchange portions of the parcels for the benefit of the Timothy McKay Park, as legally described and depicted in Exhibit A; and

WHEREAS, in accordance with A.R.S. § 9-407(C), the City published a notice of intent to exchange a portion of the City’s parcels for portions of the ANNSH, LLC parcel; and

WHEREAS, the City Council desires to authorize the exchange of portions of the City parcels for a portion of the ANNSH, LLC parcel.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Show Low, Navajo County, Arizona:

Section 1

The Mayor and Council of the City of Show Low hereby authorize the exchange of City owned parcels known as a portion of Navajo County Assessor's Parcel Numbers 210-19-062, 210-19-050, and 210-18-015B for a parcel known as a portion of Navajo County Assessor's Parcel Number 210-19-007B, as legally described and depicted in Exhibit A.

Section 2

The Mayor and Council of the City of Show Low hereby find and declare that the portion of the parcel to be received by the City is of substantially equal value to the ones to be conveyed by the City.

Section 3

The Mayor and Council of the City of Show Low hereby authorize the Mayor to execute all necessary documents required to facilitate this exchange.

Section 4

This Ordinance shall be published as required by law.

PASSED AND ADOPTED this 16th day of June, 2026, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

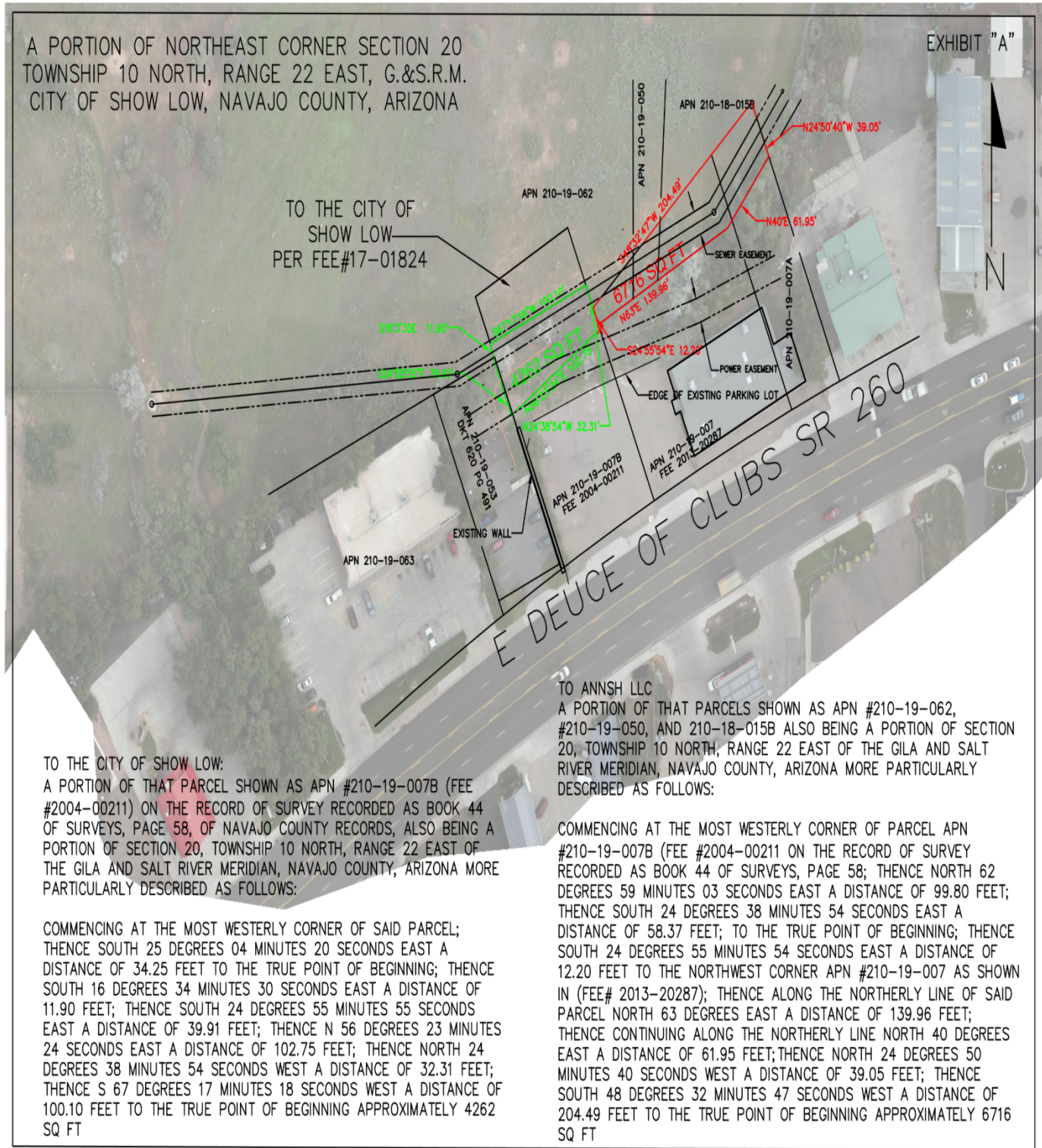
ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

Exhibit A



A PORTION OF NORTHEAST CORNER SECTION 20
TOWNSHIP 10 NORTH, RANGE 22 EAST, G.&S.R.M.
CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA

EXHIBIT "A"

TO THE CITY OF
SHOW LOW
PER FEE #17-01824

TO THE CITY OF SHOW LOW:
A PORTION OF THAT PARCEL SHOWN AS APN #210-19-007B (FEE #2004-00211) ON THE RECORD OF SURVEY RECORDED AS BOOK 44 OF SURVEYS, PAGE 58, OF NAVAJO COUNTY RECORDS, ALSO BEING A PORTION OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 22 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL;
THENCE SOUTH 25 DEGREES 04 MINUTES 20 SECONDS EAST A DISTANCE OF 34.25 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 34 MINUTES 30 SECONDS EAST A DISTANCE OF 11.90 FEET; THENCE SOUTH 24 DEGREES 55 MINUTES 55 SECONDS EAST A DISTANCE OF 39.91 FEET; THENCE N 56 DEGREES 23 MINUTES 24 SECONDS EAST A DISTANCE OF 102.75 FEET; THENCE NORTH 24 DEGREES 38 MINUTES 54 SECONDS WEST A DISTANCE OF 32.31 FEET; THENCE S 67 DEGREES 17 MINUTES 18 SECONDS WEST A DISTANCE OF 100.10 FEET TO THE TRUE POINT OF BEGINNING APPROXIMATELY 4262 SQ FT

TO ANNSH LLC
A PORTION OF THAT PARCELS SHOWN AS APN #210-19-062, #210-19-050, AND 210-18-015B ALSO BEING A PORTION OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 22 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF PARCEL APN #210-19-007B (FEE #2004-00211 ON THE RECORD OF SURVEY RECORDED AS BOOK 44 OF SURVEYS, PAGE 58; THENCE NORTH 62 DEGREES 59 MINUTES 03 SECONDS EAST A DISTANCE OF 99.80 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 54 SECONDS EAST A DISTANCE OF 58.37 FEET; TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 24 DEGREES 55 MINUTES 54 SECONDS EAST A DISTANCE OF 12.20 FEET TO THE NORTHWEST CORNER APN #210-19-007 AS SHOWN IN (FEE# 2013-20287); THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL NORTH 63 DEGREES EAST A DISTANCE OF 139.96 FEET; THENCE CONTINUING ALONG THE NORTHERLY LINE NORTH 40 DEGREES EAST A DISTANCE OF 61.95 FEET; THENCE NORTH 24 DEGREES 50 MINUTES 40 SECONDS WEST A DISTANCE OF 39.05 FEET; THENCE SOUTH 48 DEGREES 32 MINUTES 47 SECONDS WEST A DISTANCE OF 204.49 FEET TO THE TRUE POINT OF BEGINNING APPROXIMATELY 6716 SQ FT

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

- DATE: Effective date of this Agreement shall be the 16 of June, 2026.
- PLACE: Show Low, Arizona
- PARTIES: The City of Show, an Arizona Municipal Corporation (Hereinafter the "CITY") and ANNSH, LLC (Hereinafter "ANNSH"); CITY and ANNSH may be individually referred to as "Party" or collectively as "Parties".
- PURPOSE: To set forth the rights, responsibilities, and duties of the Parties in connection with the exchange of certain real property in Show Low, Arizona, as described on Exhibit "A" attached hereto and incorporated herein by reference for certain real property as described on Exhibit "B" attached hereto and incorporated herein.
- RECITALS: The City of Show Low owns certain real property in the City of Show Low as legally described and depicted in Exhibit A of this agreement and generally described as a portion of Assessor Parcel Numbers 210-19-062, 210-19-050 and 210-18-015B. ANNSH, LLC owns certain real property in the City of Show Low as legally described and depicted in Exhibit B of this agreement and generally described as a portion of Assessor Parcel Number 210-19-007B. The Parties desire to exchange the portions of parcels legally described on Exhibit A for the portion of parcel legally described on Exhibit B of this agreement. The property described in Exhibit A and Exhibit B being exchanged are of substantially equal value. The exchange will be made according to the terms, covenants and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- Terms of Exchange.** The CITY will exchange the real property legally described and depicted in Exhibit A of this agreement and generally described as a portion of Assessor Parcel Numbers 210-19-062, 210-19-050 and 210-18-015B to the ANNSH for all rights, title and interest of ANNSH of the real property legally described and depicted in Exhibit B of this agreement and generally described as a portion of Assessor Parcel Number 210-19-007B. The Parties agree that the exchange of the property described in Exhibit A and Exhibit B are of substantially equal value and that the exchange of the properties will

occur simultaneously. No additional monetary consideration shall be paid except as otherwise provided herein.

The CITY will use the exchanged real property for the development of the Timothy McKay Memorial Park.

2. **Conditions Precedent to Close.** Prior to close of escrow, a preliminary title report relating to the subject properties will have been issued by Lawyer's Title Agency, Inc., in a form which shows there are to be no exceptions to be contained therein other than the standard or usual exceptions, reservations, taxes, assessments, and easements for utilities, rights-of-way, and drainage easements common to that area, and which would not impair the ability of the parties to use the property.
3. **Documents.** The parties shall deposit in escrow all funds and other documents required prior to the close of escrow which are necessary to comply with the terms and conditions of this Agreement.
4. **Closing.** Escrow shall close on or before the 30th day of June, 2026.
5. **Escrow.** Either prior to or within five (5) days following the execution of this Agreement, the Parties shall cause an escrow to be opened at Lawyer's Title Agency, Inc., in Show Low, Arizona, for the purpose of carrying out the provisions of this Agreement.

5.1 Each Party agrees to execute escrow instructions and any further instruments which may be necessary to consummate the transaction and effectively convey and assign the subject properties according to the terms of this Agreement.

5.2 The following documents shall be deposited into escrow on or before closing:

- (a) A Warranty Deed in the customary form to the parcels of property being exchanged, duly executed, acknowledged, and recordable, in recordable form sufficient to convey the fee title to the subject property.
- (b) A standard owner's policy of title insurance issued by a Title Guaranty Company in the amount of the appraised prices for the properties being exchanged, insuring the title of the appropriate Party to the parcel of the subject property being exchanged, subject to the exceptions as set forth in Paragraph 2 above.

5.3 The Parties shall equally pay all escrow costs and charges per the customary practices in Navajo County, Arizona.

5.4 The Parties hereto do not intend that either the escrow instructions or the acts or actions of either of the Parties in executing the same shall supersede or be construed as superseding this Agreement; but such escrow instructions shall be deemed as merely supplemental to this Agreement as a means of carrying out and consummating the contract provided for in this Agreement.

6. **Passage of Title.** The Parties do not intend that title to any of the property which is the subject of this Agreement shall pass from one Party to the other until the close of escrow.

7. **Possession of Property.** The Parties each shall be entitled to possession of the subject property following close of escrow.

8. **Easements.** ANNSH shall convey and grant to the CITY, a Sewer Easement as legally

described and depicted in Exhibit C.

9. **No Assignment.** Prior to the close of escrow, this Agreement nor the subject property shall not be assigned, conveyed, or transferred by one Party to any other party without the express prior written consent of all the other Parties.
10. **No Warranties.** The Parties agree that the subject properties being exchanged shall be exchanged in an "as-is" and "as-shown" condition, with no representation or warranty of any type or nature being made by any other Party. The Parties acknowledge and agree that they are exchanging the subject properties solely upon the basis of their own investigation and not on the basis of any representation, express or implied, written or oral, made by any other Party or its agents, partners, co-venturers, or employees. Without limiting the generality of the foregoing, the Parties make no warranty as to the sufficiency of the subject property for the other Party's purposes, the square footage or acreage contained within the subject property, the sufficiency or completeness of any plans for the subject property, the approval by any governmental entity of the plans, plats, zoning, or other development items relating to the subject property, or any improvements on the subject property, except as expressly set forth elsewhere in this Agreement.
11. **Mutual Cooperation.** Each Party covenants and agrees that it will cooperate reasonably with the other Party to carry out this Agreement.
12. **Proration.** All real estate taxes, and any other item subject to proration, shall be prorated as of the close of escrow.
13. **Entire Contract.** This Agreement shall constitute the entire contract between the Parties and may not be modified except by an instrument in writing, signed by each Party.

14. **Construction.** This contract shall be construed in accordance with the laws of the State of Arizona. This contract was drafted by City of Show Low as a matter of convenience only and shall not be construed for or against either Party on that account.

15. **Notices.** Any notices required to be given to other Party under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the appropriate Party at their respective addresses:

1. City of Show Low
Attn: City Manager
180 N. 9th Street
Show Low, AZ 85901
mbrown@showlowaz.gov
2. ANNSH, LLC
Nigamananda Samal
26300 N. 83rd St.
nigam@mwwcpa.com

16. **Time is of the Essence.** The Parties acknowledge that the closing dates of escrow are important and agree that time shall be of the essence of the Agreement with reference to such closing date.

17. **Inconsistency.** In the event of any inconsistency between this Agreement and the escrow instructions, this Agreement shall govern.

18. **Binding.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the respective Parties hereto.

19. **Attorney's Fees.** If any action is brought by either Party in respect of its rights under this Agreement or the closing documents, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs as determined by the Court.

IN WITNESS WHEREOF, the Parties hereunto have signed this Agreement the day
and year first above written.


CITY OF SHOW LOW

By: _____
John Leech Jr., Mayor

Attest

Rachael Hall, City Clerk

Approved as to Form



Anna M. Atencio, City Attorney

ANNSH LLC

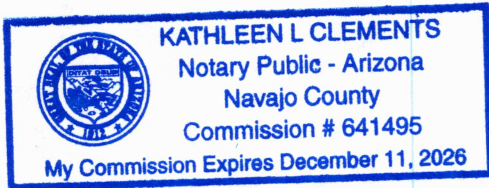
By: *Nigamananda Samal*
Nigamananda Samal, Member

STATE OF ARIZONA
COUNTY OF

Navajo

The foregoing instrument was acknowledged before me this *5th* day of *June* 2026, by Nigamananda Samal.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Kathleen L. Clements
Notary Public

A PORTION OF NORTHEAST CORNER SECTION 20
TOWNSHIP 10 NORTH, RANGE 22 EAST, G.&S.R.M.
CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA

TO THE CITY OF
SHOW LOW
PER FEE#17-01824

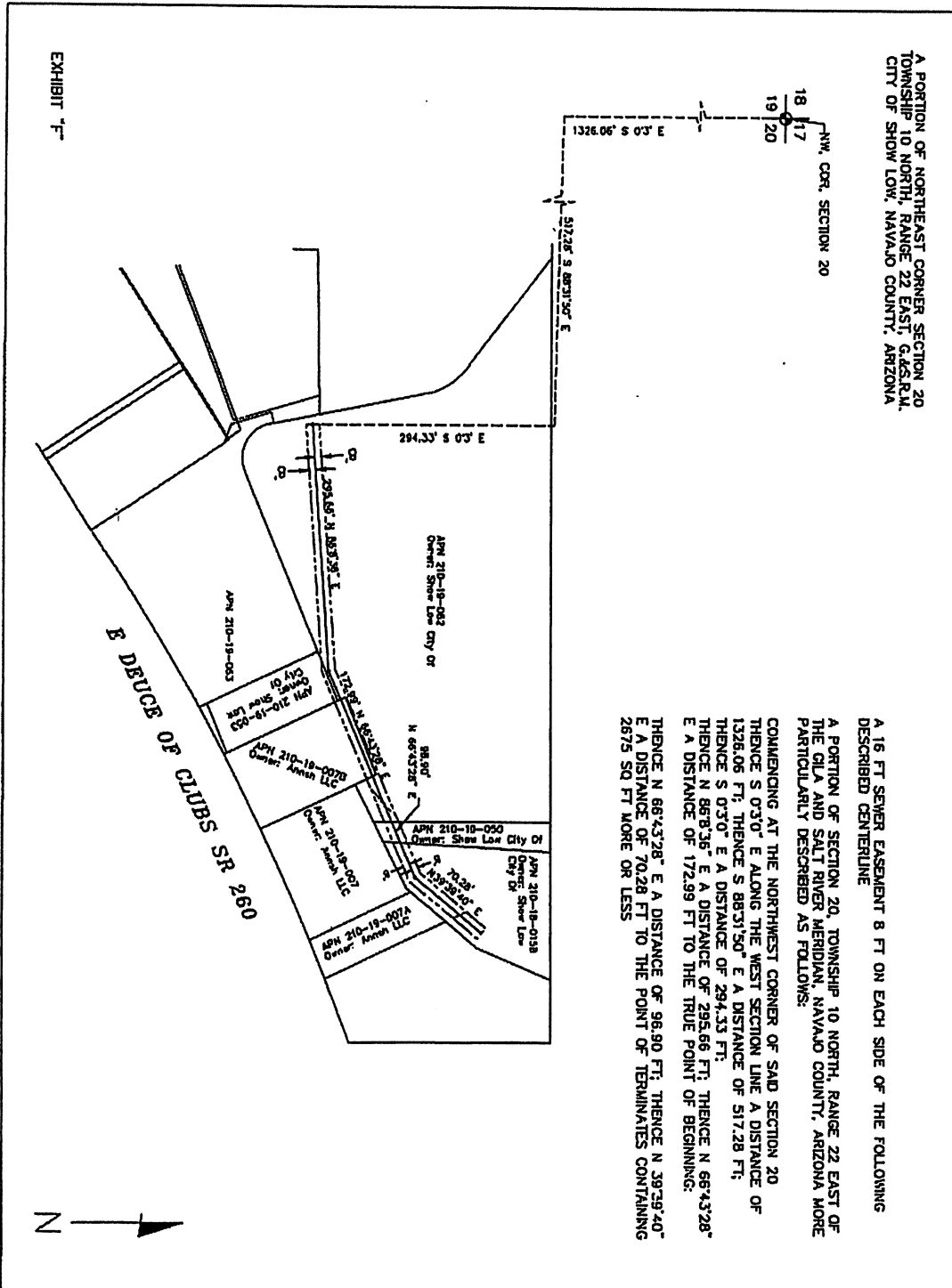
EXHIBIT "A"



TO ANNISH LLC
A PORTION OF THAT PARCELS SHOWN AS APN #210-19-062,
#210-19-050, AND 210-18-015B ALSO BEING A PORTION OF SECTION
20, TOWNSHIP 10 NORTH, RANGE 22 EAST OF THE GILA AND SALT
RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF PARCEL APN
#210-19-007B (FEE #2004-00211 ON THE RECORD OF SURVEY
RECORDED AS BOOK 44 OF SURVEYS, PAGE 58; THENCE NORTH 62
DEGREES 59 MINUTES 03 SECONDS EAST A DISTANCE OF 99.80 FEET;
THENCE SOUTH 24 DEGREES 38 MINUTES 54 SECONDS EAST A
DISTANCE OF 58.37 FEET; TO THE TRUE POINT OF BEGINNING; THENCE
SOUTH 24 DEGREES 55 MINUTES 54 SECONDS EAST A DISTANCE OF
12.20 FEET TO THE NORTHWEST CORNER APN #210-19-007 AS SHOWN
IN (FEE# 2013-20287); THENCE ALONG THE NORTHERLY LINE OF SAID
PARCEL NORTH 63 DEGREES EAST A DISTANCE OF 139.96 FEET;
THENCE CONTINUING ALONG THE NORTHERLY LINE NORTH 40 DEGREES
EAST A DISTANCE OF 61.95 FEET; THENCE NORTH 24 DEGREES 50
MINUTES 40 SECONDS WEST A DISTANCE OF 39.05 FEET; THENCE
SOUTH 48 DEGREES 32 MINUTES 47 SECONDS WEST A DISTANCE OF
204.49 FEET TO THE TRUE POINT OF BEGINNING APPROXIMATELY 6716
SQ FT

A PORTION OF NORTHEAST CORNER SECTION 20
 TOWNSHIP 10 NORTH, RANGE 22 EAST, G. & S. R.M.,
 CITY OF SHOW LOW, NAVALJO COUNTY, ARIZONA



A 16 FT SEWER EASEMENT 8 FT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE

A PORTION OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 22 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVALJO COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20
 THENCE S 0°3'0" E ALONG THE WEST SECTION LINE A DISTANCE OF
 1326.06 FT; THENCE S 88°31'50" E A DISTANCE OF 517.28 FT;
 THENCE S 0°3'0" E A DISTANCE OF 294.33 FT;
 THENCE N 86°8'36" E A DISTANCE OF 295.66 FT; THENCE N 66°43'28"
 E A DISTANCE OF 172.99 FT TO THE TRUE POINT OF BEGINNING;
 THENCE N 66°43'28" E A DISTANCE OF 96.90 FT; THENCE N 39°59'40"
 E A DISTANCE OF 70.28 FT TO THE POINT OF TERMINATES CONTAINING
 2675 SQ FT MORE OR LESS

EXHIBIT "F"

E OLD LINDEN RD

SUBJECT PROPERTY
TO ANNSH LLC

SUBJECT PROPERTY
TO THE CITY OF SHOW LOW

E DEUCE OF CLUBS

N4TH ST

E HALL

N5TH ST

E HUNTS



MTG DATE: 6/16/2026
ITEM: 7.E

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: PUBLIC HEARING Regarding Final Budget for Fiscal Year Ending June 30, 2027, and Proposed Secondary Property Tax Levy and Consideration of Resolution No. R2026-17 Adopting Final Budget for Fiscal Year Ending June 30, 2027 (Justin Johnson)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2026-17 adopting the final budget for fiscal year ending June 30, 2027, in the amount of \$149,615,506.

BACKGROUND

On June 2, 2026, the City Council adopted Resolution No. R2026-14 approving the tentative budget for fiscal year 2027 in the amount of \$149,615,506. As required by state statute, the tentative budget was published twice in the local newspaper, and a public hearing will be held tonight.

The state budget forms (Exhibit A to Resolution No. R2026-17) are identical to the adopted tentative budget and represent all the information that has been presented to the City Council to date. Following a public hearing on this budget and the proposed secondary tax levy, the City Council will be asked to approve this budget as the final budget for the City of Show Low for the fiscal year ending June 30, 2027. Approval of the secondary tax levy will be considered at the July 21, 2026 meeting.

ATTACHMENTS

1. Resolution No. R2026-17

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2026-17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, ADOPTING THE FINAL BUDGET IN THE AMOUNT OF \$149,615,506.00 FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

RECITALS:

WHEREAS, in accordance with the provisions of Arizona Revised Statutes §42-17101 et. seq., the Council of the City of Show Low (the "City Council") did, on June 2, 2026, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Show Low, Arizona; and

WHEREAS, publication has been duly made as required by law of said estimates, together with a notice that the City Council would meet on June 16, 2026, at the office of the City Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and,

WHEREAS, in accordance with state law and following due public notice, the City Council met on June 16, 2026, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses of tax levies.

ENACTMENTS:

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

That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the budget of the City of Show Low, Arizona, for the fiscal year July 1, 2026, through June 30, 2027.

PASSED AND ADOPTED this 16th day of June, 2026, by the Mayor and Council of the City of Show Low, Arizona.

John Leech Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna Atencio, City Attorney

**EXHIBIT A
Official Budget Forms**

City/Town of Show Low

Fiscal year 2027

City/Town of Show Low

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Fiscal year 2027

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

City/Town of Show Low
 Summary Schedule of estimated revenues and expenditures/expenses
 Fiscal year 2027

Instructions

Fiscal year	S c h	Funds								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds	
2026	E	1	57,435,250	45,442,507	1,704,231	0	0	17,645,836	3,113,200	125,341,024
2026	E	2	30,388,115	4,724,395	119,459	0	0	9,031,933	4,086,846	48,350,748
2027		3	30,769,186	5,351,410	786,384	7,817,405	0	8,035,402	5,405,290	58,165,077
2027	B	4	0							0
2027	B	5								0
2027	C	6	40,741,499	51,743,609	15,000	226,000		12,957,009	5,746,273	111,429,390
2027	D	7	0	0	0	0	0	0	0	0
2027	D	8	0	0	0	0	0	0	0	0
2027	D	9	385,250	3,617,541	1,689,195	0	0	2,007,158	0	7,699,144
2027	D	10	5,256,736	75,543	0	2,057,158	0	309,707	0	7,699,144
2027			Line 11: Reduction for fund balance reserved for future budget year expenditures							
			Maintained for future debt retirement							
										0
			Maintained for future capital projects							
		11	375,000					2,900,000		3,275,000
			Maintained for future financial stability							
			6,454,087					1,580,421		8,034,508
			Maintained for future retirement contributions							
										0
										0
2027		12	59,810,112	60,637,017	2,490,579	5,986,247	0	18,209,441	11,151,563	158,284,959
2027	E	13	55,190,275	59,019,442	1,705,232	0	0	19,580,604	5,639,000	141,134,553

Expenditure limitation comparison	2026	2027
1 Budgeted expenditures/expenses	\$ 125,341,024	\$ 141,134,553
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	125,341,024	141,134,553
4 Less: estimated exclusions	56,820,894	51,088,220
5 Amount subject to the expenditure limitation	\$ 68,520,130	\$ 90,046,333
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$ 67,483,266	\$ 70,516,375

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

- * Includes expenditure/expense adjustments approved in the **current year** from Schedule E.
- ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
- *** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City/Town of Show Low
Tax levy and tax rate information
Fiscal year 2027

Instructions

	2026	2027
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
Property tax judgment	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment	225,000	225,000
C. Total property tax levy amounts	\$ 225,000	\$ 225,000
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ 225,000	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ 225,000	
C. Total property taxes collected	\$ 225,000	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
Property tax judgment	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment	0.1401	0.1401
(3) Total city/town tax rate	0.1401	0.1401
B. Special assessment district tax rates		

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating _____ - _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Instructions

**City/Town of Show Low
Revenues other than property taxes
Fiscal Year 2027**

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
General Fund			
Local taxes			
City Sales Tax	\$ 19,575,099	\$ 17,666,902	\$ 17,999,898
Electric Franchise Tax	207,424	289,443	275,000
Gas Franchise Tax	22,531	77,653	60,000
TV Franchise Tax	12,000	14,514	26,000
Licenses and permits			
Business Licenses	58,268	65,318	65,000
Animal Licenses	2,000	2,050	2,000
Intergovernmental			
Urban Revenue Sharing	2,812,066	2,209,480	2,472,608
Auto in Lieu	1,271,755	1,084,013	1,152,911
State Sales Tax	1,686,583	1,618,389	1,765,944
Intergovernmental/Grants	5,858,899	6,563,578	7,616,250
Charges for services			
Planning & Zoning	327,530	420,014	320,400
Library Fees	11,914	13,394	5,000
Parks and Recreation Fees	167,734	187,140	169,000
Public Information	7,500	50	8,400
Dispatching Fees	1,039,119	807,877	1,105,588
Engineering Fees	8,830	8,620	1,500
Police Fees	67,230	71,778	45,200
Airport Fees	6,635,663	6,927,980	7,265,400
Aquatic Center	99,387	106,566	94,800
Cemetery	59,152	44,364	45,000
Fines and forfeits			
Fines and Forefeitures	272,106	306,349	151,600
Interest on investments			
Interest Earned on Investments	714,458	1,337,724	40,100
Miscellaneous			
Miscellaneous	92,499	148,181	53,900
Total General Fund	\$ 41,009,747	\$ 39,971,376	\$ 40,741,499

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Special revenue funds

Highway User Revenue Fund			
Highway User Tax	\$ 2,050,502	\$ 1,725,006	\$ 2,110,524
Grants	-	-	28,500,000
Other	420,231	420,231	-
Interest Earned on Investments	20,000	23,437	5,000
	\$ 2,490,733	\$ 2,168,674	\$ 30,615,524
Street Light Fund			
Interest Earned on Investments	\$ 8,500	\$ 11,066	\$ 12,370
	\$ 8,500	\$ 11,066	\$ 12,370
Public Transportation Fund			
Grants	\$ 796,707	\$ 600,505	\$ 646,250
Contributions	463,901	297,583	565,037
Other	54,450	56,893	60,448
Interest Earned on Investments	1,200	601	200
	\$ 1,316,258	\$ 955,582	\$ 1,271,935
Capital Projects/Grants Fund			
Unanticipated Revenue/Grants	\$ 7,870,000.00	\$ 7,870,000.00	\$ 11,000,000
Grants	807,414	657,200	8,720,919
	\$ 8,677,414	\$ 8,527,200	\$ 19,720,919
Show Low Bluff CFD			
Assessments/Bonding	\$ 121,361	\$ 131,939	\$ 121,361
Penalties/Other	1,028	645	1,000
Interest Earned on Investments	(18,968)	(4,574)	500
	\$ 103,421	\$ 128,009	\$ 122,861
Total special revenue funds	\$ 12,596,326	\$ 11,790,531	\$ 51,743,609

Debt service funds

Intergovernmental	\$ 3,500	\$ (86,340)	\$ 15,000
Interest Earned on Investments	1,500.00	92,337.09	-
	\$ 5,000	\$ 5,997	\$ 15,000
Total debt service funds	\$ 5,000	\$ 5,997	\$ 15,000

Capital projects funds

Transportation Development Fees	\$ 110,000	\$ 142,514	\$ 40,000
Water Capacity Fees	265,000	421,129	35,500
Wastewater Capacity Fees	980,836	735,627	150,500
	\$ 1,355,836	\$ 1,299,269	\$ 226,000
Total capital projects funds	\$ 1,355,836	\$ 1,299,269	\$ 226,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Enterprise funds

Wastewater Fund			
User Fees	\$ 3,784,155	\$ 3,469,448	\$ 4,272,717
Other	57,937	64,357	70,200
Grants	-	-	-
Interest Earned on Investments	94,214	106,109	10,000
	<u>\$ 3,936,306</u>	<u>\$ 3,639,914</u>	<u>\$ 4,352,917</u>
Water Fund			
User Fees	\$ 5,117,169	\$ 4,690,839	\$ 5,610,801
Other	644,372	696,051	1,017,840
Grants	-	-	36,955
Interest Earned on Investments	249,963	276,246	12,500
	<u>\$ 6,011,504</u>	<u>\$ 5,663,136</u>	<u>\$ 6,678,096</u>
Refuse Fund			
User Fees	\$ 1,759,258	\$ 1,478,582	\$ 1,923,496
Other	-	130,000.00	-
Interest Earned on Investments	2,500	4,201	2,500
	<u>\$ 1,761,758</u>	<u>\$ 1,612,783</u>	<u>\$ 1,925,996</u>
Total enterprise funds	<u>\$ 11,709,568</u>	<u>\$ 10,915,832</u>	<u>\$ 12,957,009</u>

Internal service funds

Medical Self-Insurance			
Premiums	\$ 5,315,625	\$ 3,555,250	\$ 5,744,773
Miscellaneous	-	-	1,000.00
Interest Earned on Investments	80,000	75,067	500
	<u>\$ 5,395,625</u>	<u>\$ 3,630,317</u>	<u>\$ 5,746,273</u>
Total internal service funds	<u>\$ 5,395,625</u>	<u>\$ 3,630,317</u>	<u>\$ 5,746,273</u>
Total all funds	<u>\$ 72,072,102</u>	<u>\$ 67,613,323</u>	<u>\$ 111,429,390</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**City/Town of Show Low
Other financing sources/(uses) and interfund transfers**

Fiscal year 2027

Fund	Other financing 2027		Interfund transfers 2027	
	Sources	(Uses)	In	(Out)
General Fund				
Highway User Fund	\$	\$	\$	\$ 3,602,541
Public Transportation			71,543	
Debt Service				1,639,195
Capital Projects/Grants				
Street Light Improvement District				15,000
Water			309,707	
Wastewater			-	
Refuse				
Show Low Bluff CFD			4,000	
Total General Fund	\$	\$	\$ 385,250	\$ 5,256,736
Special revenue funds				
Highway User Fund	\$	\$	\$ 3,602,541	\$
Public Transportation				71,543
Street Light Improvement District			15,000	
Show Low Bluff CFD				4,000
Capital Projects/Grants				
Total special revenue funds	\$	\$	\$ 3,617,541	\$ 75,543
Debt service funds				
Debt Service Funds	\$	\$	\$ 1,689,195	\$
Total debt service funds	\$	\$	\$ 1,689,195	\$
Capital projects funds				
Transportation Development Impact Fee	\$	\$	\$	\$ 50,000
Water Capacity Fee				1,200,000
Wastewater Capacity Fee				807,158
Total capital projects funds	\$	\$	\$	\$ 2,057,158
Permanent funds				
	\$	\$	\$	\$
Total permanent funds	\$	\$	\$	\$
Enterprise funds				
Water	\$	\$	\$ 1,200,000	\$ 309,707
Wastewater			807,158	
Refuse				
Total enterprise funds	\$	\$	\$ 2,007,158	\$ 309,707
Internal service funds				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
Total all funds	\$	\$	\$ 7,699,144	\$ 7,699,144

**City/Town of Show Low
Expenditures/expenses by fund
Fiscal year 2027**

Instructions	Adopted budgeted expenditures/expenses	Expenditure/expense adjustments approved	Actual expenditures/expenses*	Budgeted expenditures/expenses
Fund/Department	2026	2026	2026	2027
General Fund				
City Council	\$ 482,657	\$ -	\$ 101,793	\$ 530,103
General Operations	18,451,292		2,633,719	13,645,939
Administrative Services	2,044,736		1,667,670	2,093,570
City Magistrate	118,167	-	101,300	98,167
City Attorney	445,424	-	302,707	583,939
City Manager	663,429		510,727	664,915
Planning & Zoning	967,298	-	772,332	1,063,454
Library	805,468	-	624,269	919,863
Information Systems	1,374,507	(97,429.00)	959,725	1,034,401
Parks/Facilities	6,080,402	10,000	2,768,261	6,991,057
Engineering	1,342,617	-	1,098,027	1,272,398
Police	11,275,739	76,000.00	8,311,358	12,216,946
Parks & Recreation	879,178	-	654,309	876,933
City Clerk	235,842	-	158,586	357,330
Public Information	467,002	-	419,309	475,341
Community Services Admin	758,191	-	310,400	862,366
Cemetery	115,000	-	10,683	354,000
Airport	9,611,237	149,358	8,002,869	10,248,454
Aquatic Center	1,179,135		980,072	901,098
Total General Fund	\$ 57,297,321	\$ 137,929	\$ 30,388,115	\$ 55,190,275
Special revenue funds				
HURF	\$ 28,401,706	\$ 2,342,657	\$ 3,104,397	\$ 37,186,755
Street Light District	250,000	-	206,025	300,000
Public Transportation	1,060,996	551,051.00	964,620	1,757,590
Capital Projects/Grants	13,003,517	(332,000)	448,544	19,610,517
Show Low Bluff CFD	164,580	-	808	164,580
Total special revenue funds	\$ 42,880,799	\$ 2,561,708	\$ 4,724,395	\$ 59,019,442
Debt service funds				
Debt Service	\$ 1,704,231	\$ -	\$ 119,459	\$ 1,705,232
Total debt service funds	\$ 1,704,231	\$ -	\$ 119,459	\$ 1,705,232
Capital projects funds				
	\$	\$	\$	\$
Total capital projects funds	\$	\$	\$	\$
Permanent funds				
	\$	\$	\$	\$
Total permanent funds	\$	\$	\$	\$
Enterprise funds				
Wastewater	\$ 7,200,346	\$ (60,000.00)	\$ 2,446,500	\$ 8,474,687
Water	8,705,318	-	5,188,744	9,333,628
Refuse		1,800,172.00	1,396,689	1,772,290
Total enterprise funds	\$ 15,905,664	\$ 1,740,172.00	\$ 9,031,933	\$ 19,580,604
Internal service funds				
Medical Insurance Fund	\$ 3,113,200	\$ -	\$ 4,086,846	\$ 5,639,000
Total internal service funds	\$ 3,113,200	\$ -	\$ 4,086,846	\$ 5,639,000
Total all funds	\$ 120,901,215	\$ 4,439,809.00	\$ 48,350,748	\$ 141,134,553

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City/Town of Show Low
Expenditures/expenses by department
Fiscal year 2027**

Instructions	Adopted budgeted expenditures/expenses	Expenditure/expense adjustments approved	Actual expenditures/expenses*	Budgeted expenditures/expenses
Department/Fund	2026	2026	2026	2027
City Council				
General Fund	\$ 482,657	\$ -	\$ 101,793	\$ 530,103
Department total	\$ 482,657	\$ -	\$ 101,793	\$ 530,103
General Operations				
General Fund	\$ 18,451,292	\$ -	\$ 2,633,719	\$ 13,645,939
Projects Fund	\$ 8,000,000	\$ (332,000)	\$ 137,239	\$ 16,000,000
Show Low Bluff CFD	\$ 164,580	\$ -	\$ 808	\$ 164,580
Debt Service	\$ 1,704,231	\$ -	\$ 119,459	\$ 1,705,232
Department total	\$ 28,320,103	\$ (332,000)	\$ 2,891,225	\$ 31,515,751
Administrative Services				
General Fund	\$ 2,044,736	\$ -	\$ 1,667,670	\$ 2,093,570
Department total	\$ 2,044,736	\$ -	\$ 1,667,670	\$ 2,093,570
City Magistrate				
General Fund	\$ 118,167	\$ -	\$ 101,300	\$ 98,167
Projects Fund	\$ 30,000	\$ -	\$ 550	\$ 30,000
Department total	\$ 148,167	\$ -	\$ 101,850	\$ 128,167
City Attorney				
General Fund	\$ 445,424	\$ -	\$ 302,707	\$ 583,939
Department total	\$ 445,424	\$ -	\$ 302,707	\$ 583,939
City Manager				
General Fund	\$ 663,429	\$ -	\$ 510,727	\$ 664,915
Department total	\$ 663,429	\$ -	\$ 510,727	\$ 664,915
Planning & Zoning				
General Fund	\$ 967,298	\$ -	\$ 772,332	\$ 1,063,454
Department total	\$ 967,298	\$ -	\$ 772,332	\$ 1,063,454
Library				
General Fund	\$ 805,468	\$ -	\$ 624,269	\$ 919,863
Projects Fund	\$ 60,000	\$ -	\$ -	\$ 60,000
Department total	\$ 865,468	\$ -	\$ 624,269	\$ 979,863
Information Services				
General Fund	\$ 1,374,507	\$ (97,429.00)	\$ 959,725	\$ 1,034,401
Department total	\$ 1,374,507	\$ (97,429.00)	\$ 959,725	\$ 1,034,401
Parks & Facilities Maintenance				
General Fund	\$ 6,080,402	\$ 10,000	\$ 2,768,261	\$ 6,991,057
Projects Fund	\$ 3,933,015	\$ -	\$ 204,220	\$ 2,713,015
Cemetery	\$ 115,000	\$ -	\$ 10,683	\$ 354,000
Department total	\$ 10,128,417	\$ 10,000	\$ 2,983,164	\$ 10,058,072

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Engineering								
General Fund	\$	1,342,617	\$	-	\$	1,098,027	\$	1,272,398
Department total	\$	1,342,617	\$	-	\$	1,098,027	\$	1,272,398
Police								
General Fund	\$	11,275,739	\$	76,000	\$	8,311,358	\$	12,216,946
Projects Fund		695,502.00				106,535		807,502
Department total	\$	11,971,241	\$	76,000	\$	8,417,893	\$	13,024,448
Parks & Recreation								
General Fund	\$	879,178	\$	-	\$	654,309	\$	876,933
Department total	\$	879,178	\$	-	\$	654,309	\$	876,933
Aquatic Center								
General Fund	\$	1,179,135	\$		\$	980,072	\$	901,098
Department total	\$	1,179,135	\$		\$	980,072	\$	901,098
City Clerk								
General Fund	\$	235,842	\$	-	\$	158,586	\$	357,330
Department total	\$	235,842	\$	-	\$	158,586	\$	357,330
Public Information								
General Fund	\$	467,002	\$	-	\$	419,309	\$	475,341
Department total	\$	467,002	\$	-	\$	419,309	\$	475,341
Community Services Administration								
General Fund	\$	758,191	\$	-	\$	310,400	\$	862,366
Projects Fund		285,000		-				-
Department total	\$	1,043,191	\$	-	\$	310,400	\$	862,366
Airport								
General Fund	\$	9,611,237	\$	149,358	\$	8,002,869	\$	10,248,454
Department total	\$	9,611,237	\$	149,358	\$	8,002,869	\$	10,248,454
Streets								
Highway User Revenue Fund	\$	28,401,706	\$	2,342,657	\$	3,104,397	\$	37,186,755
Street Light Improvement District		250,000		-		206,025		300,000
Department total	\$	28,651,706	\$	2,342,657	\$	3,310,423	\$	37,486,755

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Public Transportation								
Public Transportation Fund	\$	1,060,996	\$	551,051.00	\$	964,620	\$	1,757,590
Department total	\$	1,060,996	\$	551,051.00	\$	964,620	\$	1,757,590

<u>Wastewater</u>								
Wastewater Fund	\$	7,200,346	\$	(60,000.00)	\$	2,446,500	\$	8,474,687
Wastewater Capacity Fund		-		-		-		-
Department total	\$	7,200,346	\$	(60,000.00)	\$	2,446,500	\$	8,474,687
<u>Water</u>								
Water Fund	\$	8,705,318	\$	-	\$	5,188,744	\$	9,333,628
Water Capacity Fund		-		-		-		-
Department total	\$	8,705,318	\$	-	\$	5,188,744	\$	9,333,628
<u>Sanitation</u>								
Refuse Fund	\$		\$	1,800,172.00	\$	1,396,689	\$	1,772,290
Department total	\$		\$	1,800,172.00	\$	1,396,689	\$	1,772,290
<u>Self Insurance</u>								
Self Insurance Fund	\$	3,113,200	\$	-	\$	4,086,846	\$	5,639,000
Department total	\$	3,113,200	\$	-	\$	4,086,846	\$	5,639,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Show Low
Full-time employees and personnel compensation
Fiscal year 2027

Instructions	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
Fund	2027	2027	2027	2027	2027	2027
General Fund	154.6	\$ 12,550,230	\$ 1,528,299	\$ 3,303,861	\$ 1,373,334	\$ 18,755,724
Special revenue funds						
Streets	12.0	\$ 718,389	\$ 82,367	\$ 262,994	\$ 118,772	\$ 1,182,522
Total special revenue funds	12.0	\$ 718,389	\$ 82,367	\$ 262,994	\$ 118,772	\$ 1,182,522
Debt service funds						
Total debt service funds		\$	\$	\$	\$	\$
Capital projects funds						
Total capital projects funds		\$	\$	\$	\$	\$
Permanent funds						
Total permanent funds		\$	\$	\$	\$	\$
Enterprise funds						
Wastewater	13.0	\$ 898,428	\$ 99,930	\$ 336,961	\$ 109,648	\$ 1,444,967
Water	16.0	1,056,200	123,038	410,928	129,209	1,719,375
Total enterprise funds	29.0	\$ 1,954,628	\$ 222,968	\$ 747,889	\$ 238,858	\$ 3,164,343
Internal service funds						
Total internal service fund		\$	\$	\$	\$	\$
Total all funds	195.6	\$ 15,223,247	\$ 1,833,633	\$ 4,314,744	\$ 1,730,964	\$ 23,102,588