# SHOW LOW CITY COUNCIL
# REGULAR MEETING - TUESDAY, SEPTEMBER 5, 2023

**PURSUANT** to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public, that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, September 5, 2023, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

1. Call to Order.

2. Roll Call.

3. Invocation.

4. Pledge of Allegiance.

5. **CALL TO THE PUBLIC**:

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

6. **SPECIAL EVENTS**:

   A. Update on White Moutain Tracks Trail System.

   B. Presentation by Navajo County Public Health Department Regarding the Community Health Assessment and Community Health Improvement Plan.

7. **CONSENT CALENDAR**:

   A. Proclamation by the Mayor Proclaiming September 17 through 23, 2023 as **CONSTITUTION WEEK** in the City of Show Low. (Rachael Hall)

   B. Consideration of Resolution No. R2023-18 Approving Intergovernmental Agreement with Navajo County and Accepting Edward G. Byrne Memorial Justice Assistance Grant Funds. (Brad Provost)

   C. Consideration of Award of Purchase of City Hall Fleet and Police Department Vehicle Purchase and Authorization of Associated Budget Transfers. (Justin Johnson)

   D. Consideration of Noncommericial Ground Lease with LD&B LLC at Show Low Regional Airport. (Jacob Allen)

E. Consideration of Acceptance of Installation of Two Park Ramadas, City of Show Low Project No. FM-0424. (Rick Austin)

F. Consideration of Acceptance of Parkview Waterline Replacement Project, City of Show Low Project No. W-6422. (Shane Hemesath)

G. Consideration of Acceptance of East Hall and North 11th Street Bridge Replacement, City of Show Low Project No. R-0922. (Shane Hemesath)

H. Consideration of Acceptance of Sunken Manhole Repair Project, City of Show Low Project No. S-4323. (Shane Hemesath)

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

   1. Regular Meeting of August 15, 2023.

8. **NEW BUSINESS:**

   A. Consideration of Award of Professional Services Contract for Design of Savage Sewer Replacement Project Phase 1, City of Show Low Project No. S-2624. (Shane Hemesath)

   B. Consideration of Award of Purchase for Decorative Street Lighting For East Huning and East Hall. (Shane Hemesath)

   C. Consideration of Resolution No. R2023-19 Approving and Authorizing Intergovernmental Agreement with Arizona Department of Transportation for East Woolford Road Reconstruction Project. (Shane Hemesath)

   D. Consideration of Ordinance No. 2023-05 Extending and Increasing Corporate Limits of City of Show Low, Navajo County, State of Arizona by Annexing Thereto Certain Territory Contiguous to Existing City Limits of City of Show Low, Arizona – #P-1523. (Anna Atencio)

9. **SUMMARY OF CURRENT EVENTS:**

   A. Council Members

   B. Mayor

   C. City Manager

10. **SCHEDULE OF MEETINGS:**

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

11. **ADJOURNMENT:**

**SCHEDULED MEETINGS/EVENTS:**

| DATE | TIME | EVENT NAME |
|---|---|---|
| 09/05/23 | 7:00 PM | CITY COUNCIL – REGULAR MEETING |

| | | |
|---|---|---|
| 09/12/23 | 7:00 PM | P&Z COMMISSION – REGULAR MEETING |
| 09/19/23 | 7:00 PM | CITY COUNCIL – REGULAR MEETING |
| 09/26/23 | 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.

I, Rachael Hall, do hereby certify that the foregoing notice was posted on September 1, 2023.

____________________________________

Rachael Hall, City Clerk

# *Proclamation*

## *City of Show Low*
## *Office of the Mayor and City Council*

**WHEREAS,** we the People, in order to form a more perfect Union, did ordain and establish a Constitution for the United States of America to secure the blessings of liberty for ourselves and our posterity; and

**WHEREAS,** it is important that all citizens fully understand the provisions, principles, and meaning of the Constitution so they can support, preserve, and defend it against encroachment; and

**WHEREAS,** we must always remember those who risked and sacrificed their lives to protect our freedoms and honor those who stand ready to take action every day to defend our nation, both here and abroad; and

**WHEREAS,** the 236th commemoration of the adoption of the U.S. Constitution on September 17, 1787, provides an historic opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities; and

**WHEREAS,** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week to commemorate the framing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS,** the people of the City of Show Low, Navajo County, Arizona, do enjoy the blessings of liberty, the guarantees of the Bill of Rights, equal protection of the law under the Constitution, and the freedoms derived from it.

**NOW, THEREFORE,** I, John Leech, Jr., Mayor, on behalf of the Show Low City Council, do hereby join our state and nation and proclaim the week of **September 17 through 23, 2023**, as

# ♣ *Constitution Week* ♣

in the City of Show Low and invite every citizen and institution to join in the national commemoration.

Dated this **5th** day of **September, 2023**.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the City of Show Low.

John Leech, Jr.
Mayor

MTG DATE: 9/5/2023
ITEM: 7.B

**City of Show Low**
**STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Resolution No. R2023-18 Approving Intergovernmental Agreement with Navajo County and Accepting Edward G. Byrne Memorial Justice Assistance Grant Funds. (Brad Provost)

## RECOMMENDATION

I **MOVE** to adopt Resolution No. R2023-18 approving an Intergovernmental Agreement with Navajo County, accepting pass-through funding from Navajo County from the Criminal Justice Commission's Byrne Grant in the amount of $40,000.00, and authorizing the Mayor to sign the Intergovernmental Agreement.

## BACKGROUND

Show Low Police Department is eligible to receive $40,000.00 from Navajo County to help fund Show Low's police officer position with the Navajo County Major Crimes Apprehension Team (MCAT).

Navajo County Sheriff's Office is the grant manager for the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement (known as the Byrne Grant). The money from the Byrne grant is being shared with Show Low and Winslow on a pass-through basis pursuant to the terms and conditions of the grant.

While fiscal oversight of MCAT and the Byrne Grant is managed by Navajo County, Show Low (and other agencies with an officer assigned to MCAT) will directly benefit from this award. Staff recommends approving the Intergovernmental Agreement with Navajo County, accepting pass-through funding from the Byrne Grant, and authorizing the Mayor to sign the Intergovernmental Agreement.

## ATTACHMENTS

1. Resolution R2023-18
2. FY24 Drug Program Grant A
3. NCSO Intergovernmental Agreement FY23-24

## FISCAL IMPACT

Anticipated cost: $40,000.00
Funding source (account no.): County Task Force Officer (Revenue) 11-455-360-3310-7220

## CITY OF SHOW LOW RESOLUTION NO. R2023-18

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH NAVAJO COUNTY AND ACCEPTING EDWARD G. BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS**

***RECITALS:***

**WHEREAS,** the Navajo County Sheriff's Office and the City of Show Low are members of the Navajo County Major Crimes Apprehension Team (MCAT), a multi-agency, multi-jurisdictional task force that is dedicated to investigating the sale of illegal drugs within Navajo County; and

**WHEREAS,** the Navajo County Sheriff's Office is the grant manager for the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement (hereafter, "Byrne Grant"); and

**WHEREAS,** the County has received Byrne Grant funding in the amount of $40,000.00 that it desires to share with the City on a pass-through basis, pursuant to the terms and conditions of the grant; and

**WHEREAS,** the City desires to receive the aforementioned Byrne Grant funding in order to enable its participation with the MCAT team and is willing to comply with all terms and conditions of the grant.

***ENACTMENTS:***

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the City of Show Low, Arizona, approve an intergovernmental agreement with Navajo County and accept the pass-through funding from Navajo County from the Criminal Justice Commission's Byrne Grant in the amount of $40,000.00.

**BE IT FURTHER RESOLVED** that the Mayor is authorized to sign said Intergovernmental Agreement.

**PASSED AND ADOPTED** this 5th day of September 2023, 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

# Arizona Criminal Justice Commission



1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

June 01, 2023

Attn: David M. Clouse, Sheriff
Navajo County Sheriff's Office
PO Box 668
Holbrook, AZ 86025

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY 2024 Award, DC-24-008

Dear David M. Clouse,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY 2024 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

**Grant Agreement and Other Required Documents:** Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

**Administrative and Financial Requirements:** In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

**Reporting:** Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: https://grantsportal.azcjc.gov/. Activity reporting can be accessed at: https://acjcreporting.azcjc.gov/.

**Office of Civil Rights Requirements:** Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office of Civil Rights, Office of Justice Programs. Link to helpful EEOP information: https://ojp.gov/about/offices/ocr.htm.

If you have any questions, please contact Siyeni Yitbarek at syitbarek@azcjc.gov or 602.364.1163. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Deputy Director
Drug, Gang, and Violent Crime Control Program

# ARIZONA CRIMINAL JUSTICE COMMISSION
## DRUG, GANG, AND VIOLENT CRIME CONTROL GRANT AGREEMENT

ACJC Grant Number DC-24-008
Assistance Listings Number (ALN) Number 16.738

The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: Navajo County Sheriff's Office
Grantee's UEI Number: 604353250
Grantee Period of Performance Start and End Date: 07/01/2023 to 06/30/2024
Amount of Federal Funds Obligated by this Agreement: $101,159.74
Total Amount of Federal Funds Obligated to the Grantee: $101,159.74
Indirect Cost Rate used by the Grantee under this Agreement: 0
ALN Number and Name: 16.738 - Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: $4,090,656.00
Federal Award Identification Number (FAIN): 15PBJA-21-GG-00265-JAGX
Federal Award Date: 09/13/2020

Federal Award Project Description:
In general, JAG funds awarded to a state under this FY2024 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007
Identification of Whether the Award is Research and Development: No
Indirect Cost Rate for the Federal Award: 0

This Grant Agreement is made this 1st day of June, 2023 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and NAVAJO COUNTY , through NAVAJO COUNTY SHERIFF'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2023 and terminate on June 30, 2024. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and
those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:
Arizona Criminal Justice Commission
1110 W Washington St., Ste 230
Phoenix, Arizona 85007

Attn: Program Manager

B. If to the GRANTEE:
Navajo County Sheriff's Office
PO Box 668
Holbrook, AZ 86025

Attn:Sheriff, David M. Clouse

6. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than $100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

| APPROVED LINE ITEM PROGRAM BUDGET | |
|---|---|
| PERSONAL SERVICES | |
| Salaries | $108,249.23 |
| Fringe Benefits* | $20,642.86 |
| | |
| OVERTIME | |
| Wages | $0.00 |
| Fringe Benefits* | $0.00 |
| | |
| PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES | |
| Wages | $62,244.00 |
| Fringe Benefits* | $55,595.00 |
| | |
| TRAVEL EXPENSES | |
| In-State Travel | $0.00 |
| Out-of-State Travel | $0.00 |
| | |
| EQUIPMENT | |
| Capital | $0.00 |
| Non-Capital | $0.00 |
| | |
| OPERATING EXPENSES | |
| Supplies | $0.00 |
| Registration/Training | $0.00 |
| Other Operating Expenses | $0.00 |
| | |
| Confidential Funds | $0.00 |
| Additional Expenses | $0.00 |
| | |
| TOTAL BUDGET | $246,731.09 |

POSITIONS FUNDED: Sergeant Navajo County Sheriff's Office (1.34), Detective, Outside Agency (1)
EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $101,159.74 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $83,888.57 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is $61,682.78.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment request (GAR) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of $5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than $5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program **Link:** *e-CFR Navigation Aid* at http://www.ecfr.gov/cgi-bin/ECFR?page=browse.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

| ACTIVITY REPORTS | |
|---|---|
| Report Period | Due Date |
| July 1st to September 30th | October 15th |
| October 1st to December 31st | January 15th |
| January 1st to March 31st | April 15th |
| April 1st to June 30th | July 15th |

| FINANCIAL REPORTS | |
|---|---|
| Report Period | Due Date |
| July 1st to July 31st | August 25th |
| August 1st to August 31st | September 25th |
| September 1st to September 30th | October 25th |
| October 1st to October 31st | November 25th |
| November 1st to November 30th | December 25th |
| December 1st to December 31st | January 25th |
| January 1st to January 31st | February 25th |
| February 1st to February 28/29th | March 25th |
| March 1st to March 31st | April 25th |
| April 1st to April 30th | May 25th |
| May 1st to May 31st | June 25th |
| June 1st to June 30th | July 25th |

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. **Link:** *OJP Financial Guide* at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $250,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. **Link:** *Audit Requirements for OJP Awards* at https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** *2 C.F.R Part 200 for OJP Awards* at https://ojp.gov/funding/Part200UniformRequirements.htm .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the *Consolidated Appropriations Act, 2018* at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **Link:** *System for Award Management* at https://www.sam.gov/SAM/ .

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. **Link:** *OJP Training Guide Principles for Grantees and Subgrantees* at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 15PBJA-21-GG-00265-JAGX awarded by the Department of Justice, Office of Justice Programs , Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE shall comply with all federal, state, and local laws, rules, policies, or executive orders to prohibit discrimination.

54. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statues that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

55. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: **Link:** *Limited English Proficiency A Federal Interagency Website* at http://www.LEP.gov.

56. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations"(the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. **Link:** *https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith*.

57. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

58. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

59. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

60. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

61. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. **Link:** *https://www.azcjc.gov/Grants/Civil-Rights-Compliance*.

62. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing(and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

63. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. **Link:** *http://niem.github.io/reference/specifications/*.

64. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at *https://it.ojp.gov/gsp_grantcondition*.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

65. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

66. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

67. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

68. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

69. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

70. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

71. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

72. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

73. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

74. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

75. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

76. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

77. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

78. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

79. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

80. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

81. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

82. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

83. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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# ARIZONA CRIMINAL JUSTICE COMMISSION
## DRUG, GANG, AND VIOLENT CRIME CONTROL
## GRANT AGREEMENT CONTINUATION SHEET
## SPECIAL CONDITION(S)

ACJC Grant Number DC-24-008

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.

2. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents must be submitted through the GRANTEE's Grants Portal "Attachment" section.

a. ACJC Subgrantee Self-Assessment Questionnaire can be completed in Grants portal at: https://grantsportal.azcjc.gov/

b. Benchmark Worksheet can be submitted through Grants Portal at: https://grantsportal.azcjc.gov/

c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC program income worksheet on Grants Portal under Manage Personnel.

Before the COMMISSION may transmit Federal funds from FY 2021 Byrne/JAG grant the GRANTEE is required to submit the properly executed certification and assurance by the Chief Executive of the Applicant Government.

d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at: https://bja.ojp.gov/doc/fy-22-local-jag-ce-certification.pdf

3. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

4. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

5. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.

6. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.

7. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

8. GRANTEE agrees to comply with the Government Performance and Results Act (Pub. L. No. 103-62) and the GRPA Modernization Act of 2010 (Pub. L. No. 111-352). Performance for current year award is measured by: 1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average

SPECIAL CONDITION(S) (Continued):

number of days to process a sample at the beginning of a grant period versus the average number of days to process a sample at the end of the grant period; 2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the award period versus the number of backlogged forensic cases at the end of the award period), if applicable to the grant; and 3) number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with current year Coverdell funds, if applicable to the award. GRANTEE is required to collect and report data relevant to these measures.

9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.

10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (https://www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (https://ojpsso.ojp.gov/) and ACJC Reporting tool website (https://acjcreporting.azcjc.gov/). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

15. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at https://www.bja.gov/Funding/nepa.html for programs relating to methamphetamine laboratory operations.

16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

SPECIAL CONDITION(S) (Continued):

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlogreduction-program.aspx.

19. Unreasonable restrictions on competition und the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any award.

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open cometition 'and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business' and taking "[a]ny arbitrary action in the procurement process") -no the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a 200.319(a) or as specifically authorized by USDOJ.

2. Rules of construction

a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at the present) by or on behalf of the federal government- as an employee, contractor or subcontractor (at any tier), grant recipient or- subgrantee (at any tier), agenty, or otherwise- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in future.

b. Nothing in this condition shall be understood to authorize or require any grantee, any subgrantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

20. GRANTEE must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

21. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold finds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18

SPECIAL CONDITION(S) (Continued):

U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

22. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

23. Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

24. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

25. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

26. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract,subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Authorized Official Initials: DS DC

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

DocuSigned by:
CB582E21C87C4DE...
6/2/2023

Authorized Signatory Date

David Clouse Sheriff

Printed Name & Title

Additional signature(s) if required by political subdivision Date

Printed Name & Title

ATTEST:

Clerk Date

**Note:** If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

**Approved as to form and authority to enter into Agreement:**

DocuSigned by:
Bradley Carlyon
139199B799EE4A1...
6/2/2023

Legal Counsel for GRANTEE Date

Bradley Carlyon Navajo County Attorney

Printed Name & Title

**Statutory or other legal authority to enter into Agreement:**

11-201

Appropriate A.R.S., Ordinance, or Charter Reference

**FOR CRIMINAL JUSTICE COMMISSION:**

DocuSigned by:
Andrew LeFevre
6018232E503B4BE...
6/5/2023

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission Date

# ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

INSURANCE REQUIREMENTS
EXHIBIT "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**
Policy shall include bodily injury, property damage, and broad form contractual liability.

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products – Completed Operations Aggregate | $1,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Fire Legal Liability | $50,000 |
| Each Occurrence | $1,000,000 |

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

| | |
|---|---|
| Combined Single Limit (CSL) | $1,000,000 |

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

Exhibit "A" Page 2

3. **Worker's Compensation and Employers' Liability**

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | $1,000,000 |
| Disease - Each Employee | $1,000,000 |
| Disease - Policy Limit | $1,000,000 |

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

DocuSign

## Certificate Of Completion

Envelope Id: 78B25370CC264ADC9A43129FC3802EA1 — Status: Completed

Subject: Please DocuSign: FY 2024 Drug Program Grant Agreement, DGVCC Grant Agreement Instructions

Source Envelope:

| | | |
|---|---|---|
| Document Pages: 23 | Signatures: 3 | Envelope Originator: |
| Certificate Pages: 5 | Initials: 1 | Siyeni Yitbarek |
| AutoNav: Enabled | | syitbarek@azcjc.gov |
| EnvelopeId Stamping: Enabled | | IP Address: 159.87.74.2 |
| Time Zone: (UTC-07:00) Arizona | | |

## Record Tracking

| | | |
|---|---|---|
| Status: Original<br>6/1/2023 3:26:54 PM | Holder: Siyeni Yitbarek<br>syitbarek@azcjc.gov | Location: DocuSign |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Arizona Criminal Justice Commission | Location: DocuSign |

## Signer Events | Signature | Timestamp

| Signer Events | Signature | Timestamp |
|---|---|---|
| Bradley Carlyon<br>bradley.carlyon@navajocountyaz.gov<br>Navajo County Attorney<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Bradley Carlyon<br>139199B799EE4A1...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 24.119.238.82 | Sent: 6/1/2023 3:40:23 PM<br>Viewed: 6/2/2023 10:11:50 AM<br>Signed: 6/2/2023 10:13:33 AM |

**Electronic Record and Signature Disclosure:**
Accepted: 6/2/2023 10:11:50 AM
ID: faba1c98-29ac-4539-8875-eee4ef00a45a
Company Name: Arizona Criminal Justice Commission

| | | |
|---|---|---|
| David Clouse<br>david.clouse@navajocountyaz.gov<br>Sheriff<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>CB582E21C87C4DE...<br>Signature Adoption: Drawn on Device<br>Using IP Address: 74.43.151.26 | Sent: 6/2/2023 10:13:34 AM<br>Viewed: 6/2/2023 12:11:37 PM<br>Signed: 6/2/2023 12:11:58 PM |

**Electronic Record and Signature Disclosure:**
Accepted: 6/13/2022 8:44:43 AM
ID: b1f66185-e759-485b-ad9a-72730d53d0da
Company Name: Arizona Criminal Justice Commission

| | | |
|---|---|---|
| Andrew LeFevre<br>alefevre@azcjc.gov<br>Director<br>Carahsoft OBO Arizona Criminal Justice Commission<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Andrew LeFevre<br>6018232E503B4BE...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 159.87.74.2 | Sent: 6/2/2023 12:11:59 PM<br>Viewed: 6/5/2023 10:41:09 AM<br>Signed: 6/5/2023 10:41:33 AM |

**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
| --- | --- | --- |
| Wylie R Williams<br>wylie.williams@navajocountyaz.gov<br>lIEUTENANT<br>Security Level: Email, Account Authentication (None) | VIEWED<br><br>Using IP Address: 74.43.151.26 | Sent: 6/1/2023 3:32:15 PM<br>Viewed: 6/1/2023 3:34:38 PM<br>Completed: 6/1/2023 3:40:23 PM |

**Electronic Record and Signature Disclosure:**
Accepted: 6/1/2023 3:34:38 PM
ID: c0eed718-e130-4cd8-b527-c099d570412f
Company Name: Arizona Criminal Justice Commission

| Intermediary Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Certified Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Carbon Copy Events | Status | Timestamp |
| --- | --- | --- |
| Wylie R Williams<br>wylie.williams@navajocountyaz.gov<br>lIEUTENANT<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 6/5/2023 10:41:34 AM |

**Electronic Record and Signature Disclosure:**
Accepted: 6/1/2023 3:34:38 PM
ID: c0eed718-e130-4cd8-b527-c099d570412f
Company Name: Arizona Criminal Justice Commission

| Witness Events | Signature | Timestamp |
| --- | --- | --- |

| Notary Events | Signature | Timestamp |
| --- | --- | --- |

| Envelope Summary Events | Status | Timestamps |
| --- | --- | --- |
| Envelope Sent | Hashed/Encrypted | 6/1/2023 3:32:15 PM |
| Envelope Updated | Security Checked | 6/1/2023 3:40:23 PM |
| Envelope Updated | Security Checked | 6/1/2023 3:40:23 PM |
| Envelope Updated | Security Checked | 6/1/2023 3:40:23 PM |
| Envelope Updated | Security Checked | 6/1/2023 3:40:23 PM |
| Certified Delivered | Security Checked | 6/5/2023 10:41:09 AM |
| Signing Complete | Security Checked | 6/5/2023 10:41:33 AM |
| Completed | Security Checked | 6/5/2023 10:41:34 AM |

| Payment Events | Status | Timestamps |
| --- | --- | --- |

**Electronic Record and Signature Disclosure**

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (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 Arizona Criminal Justice Commission:**

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: alefevre@azcjc.gov

**To advise Arizona Criminal Justice Commission 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 alefevre@azcjc.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 Arizona Criminal Justice Commission**

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 alefevre@azcjc.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 Arizona Criminal Justice Commission**

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 alefevre@azcjc.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 Arizona Criminal Justice Commission 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 Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAVAJO COUNTY SHERIFF'S OFFICE, AND THE CITIES OF WINSLOW AND SHOW LOW REGARDING BYRNE GRANT FUNDING FOR FISCAL YEAR 2023-2024

This agreement is entered into this 1st day of July, 2023, by and between the Navajo County Sheriff's Office (hereafter "County"), the cities of Winslow, and Show Low. (hereafter "municipalities").

WHEREAS, the Navajo County Sheriff's Office and the above-named municipalities are members of the Navajo County Major Crimes Apprehension Team (MCAT), a multi-agency, multi-jurisdictional task force that is dedicated to the investigation of the sale of illegal drugs within Navajo County; and

WHEREAS, the Navajo County Sheriff's Office is the grant manager for the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement (hereafter, "Byrne Grant"); and

WHEREAS, the County has received Byrne Grant Funding that it desires share with the above-named municipalities on a "pass-through basis," pursuant to the terms and conditions of the grant, and

WHEREAS, the above-named municipalities desire to receive the aforementioned Byrne Grant funding in order to enable their participation with the MCAT team and are willing to comply with all terms and conditions of the grant, and

WHEREAS, the County and municipalities share mutual responsibilities for enforcing the laws of the State of Arizona within Navajo County; and

WHEREAS, the MCAT members share concern over the enforcement of the Arizona State laws relating to illegal drugs, gangs and violent crimes; and

WHEREAS, the Team members (County and Municipalities) are desirous of establishing a cooperative effort to further the enforcement of the Laws of the State of Arizona;

NOW THEREFORE, the parties agree as follows:

## I. PURPOSE

The purpose of this Agreement is to enhance the efforts of the members to enforce the laws of the State of Arizona, and specifically and especially the laws of the State of Arizona relating to illegal drugs, gangs and violent crimes. The municipalities agree that grant funds will be used to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate and/or punish drug, gang, and related criminal offenders.

## II. PERIOD OF AGREEMENT

This Agreement will commence on July 1, 2023 and terminate on June 30, 2024.

## III. AMOUNTS AWARDED TO MUNICIPALITIES

The Cities of Winslow and Show Low are hereby each awarded the approximate sum of $40,000 (forty thousand dollars) to fund one detective position.

Each municipality hereby agrees to be responsible for the supervision, training, salary, benefits and all other responsibilities and duties relating to the employment of their respective detectives that are assigned to the Major Crimes Apprehension Team.

## IV.) REIMBURSEMENT OF MUNICPALITY COSTS

Each municipality must provide a quarterly invoice for salary and benefits per officer with the backup documentation which shall include a salary and benefits register with signed timesheets.

## V.) COMPLIANCE WITH TERMS/CONDITIONS OF MASTER GRANT AGREEMENT

Each municipality receiving grant funding per this Agreement hereby agrees to comply with each and every provision of the "Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement," between County and the Arizona Criminal Justice Commission, which is attached hereto and incorporated herein as "Exhibit 1." Each municipality receiving pass-through funding per this agreement understands it is bound to all terms of the grant agreement to the same extent of as Navajo County, and further agrees to furnish to County proof of its compliance with all grant terms/conditions.

## VI. INSURANCE

Each municipality agrees to carry insurance in the minimum amounts set forth in "Exhibit A." to the master grant agreement.

## VII. INDEMINIFICATION

To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless every other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively, "Claims") arising out bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. Each party's obligation of indemnification shall survive the termination of this agreement. Each party shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, and workers' compensation claims for its employees.

## VII. CONDITIONS PRECEDENT

This agreement shall be conditioned on the governing body of each of the agencies involved in approving this agreement. If any governing body does not approve this agreement, the agreement shall take effect as to those agencies or political subdivisions which do approve the agreement and not as to those which do not.

## VIII. INTEGRATION

This agreement constitutes the entire agreement between the parties, and any prior or contemporaneous written or oral agreements relating to an additional law enforcement officer are superseded by this agreement.

## IX. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

## X. NON-DISCRIMINATION

All parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

## XI. APPLICABLE LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona

## XII. ARBITRATION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 and 12-133 except as may be required by other applicable statutes.

DATED this _______ day of _______________, 2023, by:

______________________________________________________

Authorized agent, City of Winslow

______________________________________________________

Authorized agent, Winslow Police Department

______________________________________________________

Authorized agent, City of Show Low

______________________________________________________

Authorized agent, Show Low Police Department

______________________________________________________

Authorized agent, Navajo County Sheriff

Dated:_________________________________________________

Pursuant to A.R.S. § 11-952(D), I certify that the foregoing agreement has been reviewed, is in proper form, and is within the powers and authority granted to the entity to which I provide legal representation.

BRAD W. CARLYON
Navajo County Attorney

______________________________________________________

By: Bradley W. Carlyon, County Attorney

MTG DATE: 9/5/2023
ITEM: 7.C

**City of Show Low**
**STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Award of Purchase of City Hall Fleet and Police Department Vehicle Purchase and Authorization of Associated Budget Transfers. (Justin Johnson)

## RECOMMENDATION

I **MOVE** to authorize the purchase of a City Hall fleet vehicle for $57,192.49 and a Police Department travel vehicle for $40,708.96 for a total amount of $97,901.45 to Show Low Ford and approve associated budget transfers.

## BACKGROUND

The Fiscal Year 2024 budget includes funding for a City Hall fleet vehicle and a Police Department travel vehicle. On July 21, 2023, the City of Show Low solicited requests for proposals (RFP) to purchase the vehicles. The RFP was delivered to four dealerships in Show Low. Horne Dodge did not submit a bid. Horne Auto Center submitted a bid on a small Chevy-Equinox, Hatch Toyota, and Show Low Ford submitted bids for the requested mid-sized vehicles.

| Dealership | Vehicle | Cost |
|---|---|---|
| Horne Auto Center | Chevy - Equinox | $33,673.42 |
| Hatch Toyota | Toyota - Highlander | $42,999.79 |
| Show Low Ford | Ford Explorer | $40,708.96 |
| Show Low Ford | Ford Expedition | $57,192.49 |
| Horne Dogde | No Bid Submitted | $ 0.00 |

The cost of the Ford Expedition for the City Hall Fleet Vehicle is $52,746.00 plus $4,446.49 tax, for a total cost of $57,192.49 and the Ford Explorer for the Police Department Travel vehicle is $37,544.00 plus $3,164.96 tax, for a total cost of $40,708.96.

Staff recommends approving Show Low Ford's proposal in an amount not to exceed $97,901.45 for the City Hall fleet vehicle and the Police Department travel vehicle and authorizing associated budget transfers.

## ATTACHMENTS

None

## FISCAL IMPACT

Anticipated Cost: $97,901.45
Funding Source (account no.): City Hall Fleet Vehicle (11-410-495-7420-0000/4102451) $57,192.49; Police Department Travel Vehicle (11-455-495-7420-0000/4552458) $40,708.96

| Description | Account | Approved Budget | Transfer | Amended Budget |
|---|---|---|---|---|
| General Operations Capital Carryover | 11-402-495-7000-0000 | $122,466 | (7,500) | $114,966 |
| Vehicle Purchase - Finance | 11-410-495-7420-0000/4102451 | $50,000 | 7,500 | $57,500 |
| Total | | $172,466 | | $172,466 |

MTG DATE: 9/5/2023
ITEM: 7.D

# City of Show Low
# STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Noncommericial Ground Lease with LD&B LLC at Show Low Regional Airport. (Jacob Allen)

## RECOMMENDATION

I **MOVE** to approve a noncommercial ground lease with LD&B LLC at Show Low Regional Airport and authorize the Mayor to sign the documents on behalf of the City.

## BACKGROUND

On August 30, 2022, LD&B LLC submitted a proposal in response to the City of Show Low's Request for Proposals (RFP) to lease airport property for hangar development and has requested a new noncommercial ground lease per the airport ground lease policy.

Terms and conditions of the lease agreement include an annual lease rate of $0.335 per square foot per year. LD&B will construct leasehold improvements on the premises, which shall include a permanent hangar of approximately 2,241 square feet and those additional areas as described in Exhibit A for a total leasehold area of approximately 4,766 square feet. The leased space will generate revenue for the airport of $1,596.60 annually or 12 equal installments of $133.05 plus tax, insurance, and applicable monthly user fees.

The agreement includes an annual Consumer Price Index (CPI) increase. LD&B LLC is responsible for paying all utility costs. The length of the agreement is 25 years, beginning September 1, 2023, with the option to extend the agreement for five additional five-year periods at an increased rate for a total lease period of 49 years.

Staff recommends approving the noncommercial ground lease with LD&B LLC and authorizing the Mayor to sign the documents on behalf of the City.

## ATTACHMENTS

1. Noncommercial Ground Lease

## FISCAL IMPACT

Anticipated revenue: $1,596.60 per year ground lease (plus taxes), subject to increases stipulated in the lease.

When Recorded Return To:
City Clerk
City of Show Low
180 N. 9th Street
Show Low, AZ 85901

Mail Tax bill to:
LD&B LLC
P.O. Box 269
Show Low, AZ 85902

# NONCOMMERCIAL GROUND LEASE

## Show Low Regional Airport

THIS AGREEMENT IS MADE ON SEPTEMBER 5, 2023**,** between the City of Show Low, an Arizona Municipal Corporation of the State of Arizona ("LESSOR"), and LD&B LLC ("LESSEE").

**WHEREAS,** LESSOR now owns, controls and operates the Show Low Regional Airport (Airport) in the City of Show Low, County of Navajo, State of Arizona; and

**WHEREAS,** LESSEE wishes to build an aircraft storage hangar for LESSEE's personal use and subleasing to others at the Show Low Regional Airport; and

**WHEREAS**, LESSOR wishes to have LESSEE use a portion of the Show Low Regional Airport; and

**NOW, THEREFORE,** in consideration of the mutual promises expressed in this Agreement, the parties agree as follows:

1. Premises. LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the following real property (Premises): The Premises shall be as described on Exhibit "A" and shall include the actual ground the hangar will sit upon (building footprint), any apron extensions necessary to match existing pavement grades to hangar floor grades, front, side, and rear setbacks of 22 feet, 5 feet, and 10 feet respectively, and any and all other ground which the LESSEE will utilize or occupy during the term of this Agreement.

   Exhibit "A" is attached hereto and incorporated herein. The rights of ingress and egress from the Premises are granted to the LESSEE over and across the public areas intended for use by pedestrian, vehicles, and aircraft pursuant to Paragraph 11.

This Agreement shall be executed by the LESSEE no later than thirty (30) calendar days from approval of the Show Low City Council. Upon execution of this Agreement the LESSEE shall undertake and be responsible for accomplishing a site survey and legal description of the Premises if not yet completed and shall have the same performed by a Licensed Land Surveyor including staking of the surveyed area. Said site survey and legal description shall be subject to approval by the LESSOR prior to acceptance. Said legal description shall be used for purposes of calculating total square footage, assessing lease fees, and determining the Premises boundaries.

2. Term. The term of this Agreement shall be for twenty-five (25) years commencing on the 1st day of September, 2023 and expiring on the last day of August, 2048. The LESSEE has the option of extending this agreement for five (5) additional five (5) year periods for a total lease period of 49 years, upon LESSOR approval and subject to renegotiation of the ground lease fee.

3. LESSEE's Noncommercial Use. LESSOR grants to LESSEE the privilege of operating and maintaining a hangar at the Airport for storage of LESSEE's personal aircraft, and the aircraft of sublessee's of the hangar.

   The premises shall be used only for storage of LESSEE's or sublessee's aircraft except to temporarily store or park automobiles. No commercial activity of any kind whatsoever shall be conducted by LESSEE or sublessee in, from, or around the premises. No maintenance on the aircraft shall be performed on the premises except in accordance with all city, state, and federal laws, ordinances, rules, and regulations.

   LESSEE is granted the use of the leased premises, subject to the ownership and easement rights necessary for LESSOR to operate and maintain the Airport or for FAA requirements, to the terms and provisions of this Agreement, and to ordinances, rules and regulations promulgated by LESSOR.

4. Rights and Obligations of LESSEE.

   A. Operating Standards.

      1. LESSEE shall comply with the City of Show Low Airport Minimum Standards, promulgated by the LESSOR and as adopted by City of Show Low Resolution No. 715, including subsequent amendments, as applicable to each of the LESSEE's activities on the Airport; and LESSEE shall comply with the City of Show Low Airport Rules and Regulations, promulgated by the LESSOR and as adopted by City of Show Low Ordinance No. 415, including subsequent amendments.

2. LESSEE shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including water and sewer tap fees, permit fees, and license fees. LESSEE shall be responsible for all applicable taxes relating to the subject Premises and improvements.

3. LESSEE shall be responsible for the maintenance and repair of the entire Premises as described in Exhibit A and shall keep and maintain the Premises in good condition, order and repair, and shall surrender the same upon the expiration of this Agreement, in the condition which they are required to be kept, reasonable wear and tear and damage by the elements not caused by LESSEE's negligence excepted. LESSEE's maintenance shall include, but not be limited to, weed and grass cutting and snow and ice removal.

4. LESSEE shall have the right to choose, in its sole discretion, its vendors and suppliers, except aviation fuels purchased on the airport, which will be provided by the LESSOR or LESSOR's designated supplier.

B. Fixtures. During the term of this Agreement, LESSEE shall have the right, at its expense, to place in or on the Premises fixtures, furnishings, personal property, equipment and materials necessary to perform any services required or authorized hereunder. Said fixtures, furnishings, personal property equipment and material shall remain the property of LESSEE.

5. <u>Appurtenant Privileges.</u>

A. Use of Airport Facilities. LESSEE shall be entitled, in common with others so authorized, to the use of all public airport facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including but not limited to, the use of landing areas, runways, taxiways, navigational aids, and aircraft parking areas designated by LESSOR.

B. Maintenance of Airport Facilities. LESSOR shall maintain all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operations of the Airport.

C. Aerial Approaches. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which LESSOR reasonably believes would limit usefulness of the Airport or constitute a hazard to aircraft.

6. Leasehold Improvements. As consideration for the privileges granted to LESSEE, LESSEE agrees to construct leasehold improvements on the premises which shall include a permanent hangar of approximately 2,241 square feet and those additional areas as described in Exhibit A, if any, for a total leasehold area of approximately 4,766 square feet.

LESSEE shall be responsible for the submittal of a Form 7460, Notice of Construction or Alteration, to the Federal Aviation Administration (FAA) and shall await return of this Form with comments prior to the start of any construction activities. LESSEE may be allowed to commence construction activities prior to receipt of return comments from the FAA if, in the opinion of the Airport Manager, the construction will not be a hazard or obstruction to navigation. LESSEE will be required to comply with any and all decisions made by the FAA after the review of LESSEE's Form.

Obstruction lighting as outlined in FAA Advisory Circular 70/7460-1K, or subsequent amendments, shall be installed and maintained on all buildings directly facing any of the Airport's runways. Buildings behind or shielded by buildings facing the runways may not be required to install and maintain obstruction lighting depending on the height of the buildings and any comments received from the FAA on the Form 7460 submitted.

LESSEE agrees that LESSEE shall, within forty-five (45) calendar days from the date of the execution of this Ground Lease, apply for a building permit from the City of Show Low Building Department. LESSEE shall not proceed with improvements until LESSEE's plans and specifications have been approved and a building permit issued. LESSEE shall use qualified, licensed, bonded and insured contractors to construct all improvements. Construction of all required improvements shall be substantially completed within two hundred seventy (270) days of the date of LESSOR’s award to LESSEE of a Ground Lease. In the event that the required improvements are not substantially completed within two hundred seventy (270) days of the date of the award to LESSEE of a Ground Lease, this Agreement may be declared null and void by the LESSOR. Substantial completion shall be as defined in the International Building Code and shall include all items necessary for LESSEE to obtain a Certificate of Occupancy such as the complete construction of all floors and pavements, walls, personnel and aircraft doors, roofs, utility hookups, and external siding. LESSEE shall be required to extend all waterlines to the furthest point of the leased premises adjacent to where future development may take place. LESSEE shall ensure that all construction complies with the International Building Code, applicable City of Show Low codes, and Show Low Regional Airport Minimum Standards and Architectural Standards.

LESSEE, after securing all necessary permits, shall at its own cost and expense, erect and install on the leased premises any required structures and improvements. LESSEE's costs and expenses shall also include architect's and engineer's fees, survey fees, costs of plans and specifications, and other costs, incidental to such erection and installation. Plans and specifications, and changes to them, for all such structures and improvements shall be subject to the advance approval in writing by the LESSOR, which approval shall not be unreasonably withheld or delayed. LESSEE shall comply with all City and County requirements relative to the obtaining of construction permits for any leasehold improvements.

During the period of construction, all construction work, workmanship, materials, and installation involved or incidental to the construction of the structure and site improvements shall always be subject to inspection by LESSOR, without additional cost to the LESSEE. LESSEE shall give or cause to be given to LESSOR advanced notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. LESSEE shall cause all construction work, workmanship, materials, and installation to be in full compliance with plans and specifications.

After the completion of the structure and site improvements as shown on the approved plans and specifications are completed, there shall be no enlargement or other modification without the written consent of the LESSOR. Such consent shall not be unreasonably withheld or delayed.

It is agreed and understood that the leasehold improvements undertaken pursuant to this Agreement shall become the property of the LESSOR upon the termination of the lease.

LESSEE shall, at all times throughout this lease, maintain the structure(s) and site improvements and all other portions of the leased premises in good serviceable condition and repair except for reasonable wear and tear, acts of God and other unavoidable casualties.

LESSEE shall keep the leased premises and improvements clear of all liens in any way arising out of the action or use of the premises by LESSEE.

7. Rentals, Charges, and Fees. LESSEE agrees to pay the LESSOR, for the use and enjoyment of the Premises, public Airport facilities, rights, licenses, services, and privileges granted herein, monthly rent for the leased premises plus three months prepaid rent, and charges, all as set forth below. The LESSEE shall pay rent to the LESSOR at Show Low City Hall at 180 N. 9th Street, Show Low, AZ 85901, for the leased premises in

advance and without any setoff of any kind, commencing on the first day of September, 2023.

LESSEE further agrees to pay to LESSOR prepaid rent in an amount equal to three months of rent based on the first year's Ground lease rate. This amount shall be deposited by LESSOR and used as guaranteed funds to draw from in the event LESSEE is in default of payment of any or all amounts due to LESSOR. LESSEE's obligation to pay all amounts due shall not be waived due to prepaid amounts. Should LESSEE be delinquent on any amounts, LESSOR will undertake to collect on these amounts and will implement the applicable sections of the Agreement pertaining to termination of the Agreement by LESSOR. Should the LESSEE allow this Agreement to terminate at the conclusion of the first 25 years of the Agreement, the three months of prepaid rent will be credited towards partial payment of the amounts due in these last three months.

Prepaid rent shall be due on the first day of the term of this Agreement as set forth in paragraph 2 herein. LESSEE's initial Ground Lease payment shall include the first month's rent payment plus the aforementioned three month's prepayment.

A. Ground Lease Rent. The LESSEE agrees to pay the LESSOR thirty-three and one-half ($0.335) cents per square foot per year plus applicable transaction privilege tax for the leased Premises, paid monthly in twelve (12) equal installments of approximately $133.05, or approximately $1,596.60 annually, as compensation and rent for the ground lease of the Premises. Upon receipt of a site survey and legal description indicating the total square footage of the leased Premises, the annual and monthly rental fees shall be calculated for exact payment amounts.

The ground rent will be subject to readjustment on an annual basis from the execution date of this Agreement. The readjustment will account for inflation and will be based on a Consumer Price Index (CPI) applicable to the State of Arizona and as determined by the LESSOR. The summation of all increases in ground rent which are due to readjustment will not exceed three hundred percent (300%) of the initial ground rent over the initial term of the Agreement and any extensions. The LESSOR reserves the right to renegotiate rental rates for any extensions based on fair market value of the premises leased at the time of the extension.

Additionally, the LESSEE may assign, in accordance with Section 17, Assignment, Peaceful Possession; rent or sublease the Premises. When rented or subleased, LESSEE shall pay to LESSOR an additional five percent (5%) surcharge of LESSEE's ground lease rate as defined by the terms of this Agreement. LESSEE shall immediately notify the LESSOR of LESSEE's intent to enter into any subleases. Notwithstanding any sublease, LESSEE shall remain fully liable for the amounts due under this lease. A sublease shall be declared if LESSEE stores aircraft other than those registered in LESSEE's name in or on any portion of the leased premises.

Rental fees shall be paid in advance on a monthly or annual basis including Ground Lease Fees as listed above.

B. Charges. Monthly late fees are set by the Show Low City Council in accordance with monthly user fees and are amended from time to time. Any rent or fees payable by LESSEE hereunder which are not paid within fifteen (15) days after the due date shall be assessed the monthly late penalty fee in effect at the time of the delinquency. At the time of execution of this Lease the late penalty fee is ten ($10) dollars.

LESSEE shall pay, in addition to rent and charges as specified above, all permit and license fees attributable to LESSEE's operations. In the event LESSEE fails to pay any permit or license fee when due, LESSOR may, at its option, pay the same and collect from the LESSEE the amounts so disbursed, plus interest at the rate of 1 1/2% per month or fraction thereof.

8. Restrictions of Other Statutes and Agreements. This Agreement shall be subject and subordinate to any existing or future federal or state statute or any existing or future lease or agreement between the LESSOR and the United States or the State of Arizona relative to the development, construction, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, construction, operation or maintenance of the Airport; provided, however, that LESSOR shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of LESSEE.

9. Signs, Displays, Inspection by LESSOR. LESSEE shall illuminate the apron around the Hangar from dusk to dawn and shall also install, maintain, and operate such obstruction or warning lights on structures in or constituting part of the Premises as may be required to conform to Federal Aviation Administration standards or to conform to the standards prescribed by any other governmental agency having jurisdiction. All exterior lighting shall be shielded and pointed downward so as not to pose a light hazard to aircraft and pilots in the area.

LESSEE shall not install, erect or place, or permit others to do so, any signs, placards, illuminated signs, displays, advertising, or other media on the Airport, without the prior written consent of the LESSOR. All signage shall comply with the Show Low City Code and shall be approved by the Airport Manager or the Public Works Director.

10. Title, Cost of Fixed Improvements and Amortization. Title to the site improvements to the premises and to all subsequent alterations shall be in LESSEE's name during the term of this Agreement, but shall vest in the LESSOR after the expiration of this Agreement and any extensions of this Agreement.

In case the premises or any part of them, as will substantially impair LESSEE's ability to use the premises for the purposes specified in this Agreement, are required for use by the United States, the State of Arizona, or for other Airport purposes prior to the expiration of this Agreement, LESSOR may, upon one hundred twenty (120) days advance written notice to the LESSEE, direct LESSEE to vacate the premises and this Agreement shall terminate. LESSOR, within one hundred twenty (120) days after LESSEE's removal, will pay to LESSEE the Pro Rata cost of the permanent structures constructed and installed there. The Pro Rata cost is to be calculated by averaging two appraisals for the structure(s) and then multiplying that average by the ratio of years and months remaining on the Agreement term to the total number of years and months of the Agreement term including any extensions. The costs for the two appraisals will be borne by the LESSOR and the appraisers will be mutually agreeable to the LESSOR and LESSEE.

11. Access, Ingress, Egress, and Conduct of Operations. LESSOR grants to LESSEE the right of access and ingress to and egress from leased premises to the public streets by LESSEE and its contractors, suppliers, servicemen, guests, patrons, and invitees if those rights of access, ingress and egress are always exercised in conformance with all City of Show Low ordinances and all regulations promulgated by the LESSOR, the FAA, the State of Arizona, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

The operations of the LESSEE shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others at the Airport. LESSOR shall have the right to complain to LESSEE as to the demeanor, conduct, or appearance of the premises or LESSEE's visitors, or servicemen. The LESSEE will take steps necessary to remove the cause of any legitimate complaint.

LESSEE and its invitees, and those doing business with the LESSEE shall have no right to park vehicles upon the Airside premises including any parking aprons, extensions to the aircraft ramp or other aircraft operating areas. Vehicle parking shall only be allowed in places leased to LESSEE under this Agreement, with the exception of the aforementioned areas, or in designated parking areas.

LESSOR, by its representatives, shall have the right at any reasonable time, with reasonable notice except in cases of emergency, and as often as it considers necessary to inspect the leased premises and (without any obligation to do so) to enter there to direct LESSEE to make the repairs described in this Agreement.

12. Damage to or Destruction of Premises. If during the term of this Agreement all or part of the leased premises are damaged or destroyed by fire or other casualty, LESSEE shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimate of cost for repairing, replacing, or reconstructing the damaged or destroyed property according to the original design, subject to modifications as may be approved by LESSOR. The plans and specifications for that work (except for emergency repairs) shall be submitted to and receive the approval of LESSOR prior to the commencement of work. Upon approval of the plans and specifications for work as mentioned, LESSEE shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace, or rebuild, according to the approved plans and specifications, the buildings, structures or other improvements as nearly as possible to their condition immediately before that damage or destruction.

If the LESSEE certifies to the LESSOR that insurance proceeds are insufficient to repair, replace, or reconstruct the Premises to substantially the same condition as before the damage or destruction, LESSEE may upon written notice terminate its ground lease under this Agreement. In that case all of the insurance proceeds shall be paid to LESSOR and LESSEE, at its expense, upon notice to do so by LESSOR, shall demolish the remaining improvements and clear the debris. If LESSEE fails to exercise that right to terminate its ground lease, it shall repair, replace or reconstruct the Premises regardless of the sufficiency of insurance proceeds for that purpose.

Except in the case provided in the above paragraph, in which LESSEE may choose to terminate its ground lease, all insurance proceeds recovered on account of damage or destruction to the Premises are to be applied and disbursed in the following order to the limits of the funds available:

A. To pay or reimburse the LESSEE for all expenses incurred in connection with the adjustment or collection of such loss.

B. To pay or reimburse the LESSEE for all costs and expenses incurred in connection with the preparation of the mentioned plans, specifications and estimates of cost for repairing, replacing or restoring the damaged or destroyed property.

C. To pay or reimburse the LESSEE for the costs and expenses of that work as it progresses so that the leased premises shall always be free from liens for any labor, services or materials performed, furnished or delivered in connection with that work.

D. To pay LESSOR for any losses incurred by LESSOR.

E. The balance of any remaining proceeds may be retained by LESSEE.

13. Indemnity. LESSEE agrees to indemnify, defend, and save harmless the LESSOR, its Mayor and Council, appointed board and commissions, officials, officers and employees, individually and collectively from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) or damages to any property, arising out of the LESSEE's negligent acts, errors, omissions, or violations of the law through the use or occupancy of the leased premises by the LESSEE or others with its consent or out of any other acts or omissions of the LESSEE, its officers, agents and employees, on the premises or elsewhere on the Airport. This indemnity shall include injuries, death, damage to property, environmental liability, etc. which arises out of LESSEE's use of the premises.

The amount and type of insurance coverage requirements set forth in paragraph 14 will in no way be construed as limiting the scope of indemnity in this paragraph.

14. Insurance. The LESSEE shall obtain and maintain continuously in effect at all times during the term of this Agreement, at LESSEE's sole expense, insurance of the type and in the amount as set forth below. The required insurance coverage and limits will be determined by the LESSOR's liability carriers and shall be subject to review and adjustment at two (2) year intervals, at the sole discretion of the LESSOR with the first adjustment date to be two (2) years following the commencement date of this Agreement.

Insurance must cover all aspects of LESSEE's operations and reflect any deviations from, changes to, or additions of activities, services, or operations. Insurance provisions must be renewed annually, and the LESSOR named as additional insured. LESSEE shall provide but not be limited to the following types of insurance:

A. Comprehensive General Liability insurance of an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate protecting LESSOR against any and all liability arising by reason of LESSEE's conduct incident to the use of the Premises.

B. Property Insurance against loss or damage in the amount of not less than 100% of replacement value.

C. Motor Vehicle Insurance covering all motor vehicles that will be driven on aircraft operating areas including aircraft ramps and aprons during the course of LESSEE’s operations.

D. Any other insurance as may be required in the Airport Minimum Standards or as may be required by the LESSOR’s insurance carriers.

All such insurance policies shall contain the following endorsements: (1) that a certificate of insurance be provided to the LESSOR when insurance coverage is effected, (2) written notice be given to the LESSOR at least ten (10) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the LESSOR is to be included as an additional insured as their respective interests may appear, (4)LESSEE’s policies shall be primary non-contributory and subrogation waived. LESSEE shall provide LESSOR with copies of all applicable insurance policies with the required endorsements.

All required insurance policies will be provided to the LESSOR prior to the issuance of a Certificate of Occupancy, if such Certificate is required for use of the Premises.

15. <u>LESSEE as Independent Contractor.</u> In conducting its operations hereunder, LESSEE acts as an independent contractor and not as an agent of LESSOR. The selection, retention, assignment, direction and payment of LESSEE's employees shall be the sole responsibility of LESSEE, and LESSOR shall not attempt to exercise any control over the daily performance of duties by LESSEE's employees, subcontractors, and/or vendors.

16. <u>Applicable Laws, Ordinances, Rules and Regulations</u>. LESSEE, its visitors, servicemen and any other persons over which the LESSEE has control, shall comply with all lawful rules and regulations, including the Show Low Regional Airport's Minimum Standards and Rules and Regulations, and amendments or supplements to them governing or related to the use of the Airport or of the leased premises as may be promulgated by LESSOR, and with the applicable rules and regulations of any federal, state, or local governmental body having jurisdiction.

LESSEE shall always faithfully obey and comply with all lawful present and future laws and ordinances of federal, state or local governmental bodies and rules and regulations lawfully promulgated under them, whether or not of the type enumerated, applicable to, or affecting LESSEE and its operations and activities in the leased premises or elsewhere at the Airport.

The leased premises and the Show Low Regional Airport are included in the regulated industrial activities of the Clean Water Act and are required to comply with the conditions of a storm water discharge permit under the National Pollutant Discharge Elimination System (NPDES). The LESSEE, at its own expense, shall ensure that all activities under this Lease comply with the conditions of the NPDES permit.

17. <u>Assignment, Peaceful Possession</u>. LESSEE shall not sell, assign, transfer, mortgage, or pledge this Agreement or the leasehold interest it creates, without the express written approval of the City Council of the City of Show Low, which approval shall not be unreasonably withheld. LESSEE shall notify the Airport Manager in writing if LESSEE intends to sublease the premises. LESSEE shall be required to pay to LESSOR an additional 5% surcharge of LESSEE'S ground lease rent when a sublease occurs as outlined in Section 7. LESSEE shall not permit any transfer of its leasehold interest that may occur by operation of law.

The only exception to the prohibition of assignment without prior approval from LESSOR that LESSEE may enter into a mortgage or loan with a bank or financial institution for the purpose of constructing leasehold improvements. The LESSEE is responsible for informing a mortgager or lender of the limitations on use and that the mortgager or lender will be subject to the provisions, covenants, and restrictions of this Agreement.

It is agreed that the only activity or activities which LESSEE may conduct from the leased premises, directly or indirectly, alone or through others, are those as referenced in Section 3, LESSEE's Noncommercial Use, and Section 4, Rights and Obligations of LESSEE, of this Agreement.

This Agreement does not make either party the agent or representative of the other for any reason.

LESSOR agrees that LESSEE shall and may peaceably enjoy the premises or space leased to it during the lease unless the lease shall cease, close or expire sooner or shall be terminated as provided in this Agreement.

18. <u>Nondiscrimination in the Use of the Premises by LESSEE</u>. This Agreement involves the construction or use of, access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program

of the Federal Aviation Administration, and therefore involves activity that provides services to the public.

LESSEE, or LESSEE and LESSEE's personal representatives, successors in interest, and assigns, as part of the consideration here, agrees as a covenant running with the land that (1) no person on the grounds of race, color, religion, sex, disability or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services there, no person on the grounds of race, color, religion, sex, disability or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE shall use the premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations (C.F.R.), the Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, the Arizona Civil Rights Act (A.R.S. Sec. 44-1401 et. Seq.), and as said regulations may be amended, and that (4) in the event of breach of any of the above non-discrimination covenants, LESSOR shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 have been followed and completed, including expiration of appeal rights.

LESSEE assures that it will undertake an affirmative action program, as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Subpart E. LESSEE assures that it will require that its covered organizations provide assurance to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

19. Storm Water Compliance.

A. Acknowledgements

1. Notwithstanding any other provisions or terms of the Lease, LESSEE acknowledges that the airport is subject to Federal Storm Water regulations, 40 C.F.R. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation,

mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or de-icing operations that occur at the Airport as defined in these regulations and, if applicable, state storm regulations. LESSEE further acknowledges that it is familiar with these storm water regulations; that it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or de-icing activities as defined in the federal storm water regulations; and it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

2. Notwithstanding any other provisions or terms of this Lease, LESSOR acknowledges that it has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Property occupied or operated by the LESSEE. LESSEE acknowledges that the storm water discharge permit issued to the Airport may name the LESSEE as co-permittee.

3. Notwithstanding any other provisions or terms of this Lease, including the LESSEE' s right to quiet enjoyment, LESSOR and LESSEE both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. LESSSEE acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by the LESSEE, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices".

4. LESSEE acknowledges that the Airport's Storm Water discharge permit is incorporated by reference into the Lease and any subsequent renewals.

5. LESSEE, and those doing business with LESSEE shall be expressly prohibited from painting aircraft, equipment, or fixtures within, on, or around the Premises with the exception of those items that can be painted with a hand-held brush. The use of spray paint guns, or similar, is expressly prohibited.

B. Permit Compliance

1. LESSOR will provide LESSEE with written notice of those storm water discharge permit requirements that are in the Airport's storm water permit that LESSEE will be obligated to perform from time to time, including, but not limited to:

certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall provide LESSEE with reasonable time, not to exceed sixty (60) days, to perform the storm water requirements as directed by LESSOR. LESSEE shall notify LESSOR in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If LESSEE does not provide such timely notice, it is deemed to assent to undertake such requirements.

2. LESSEE agrees to undertake, at its sole expense unless otherwise agreed to in writing between LESSOR and LESSEE, those storm water discharge permit requirements for which it has received written notice from the LESSOR. LESSEE warrants that it shall meet any and all deadlines that may be imposed on or agreed to by LESSOR and LESSEE. LESSEE acknowledges that time is of the essence.
3. LESSOR agrees to provide LESSEE, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.
4. LESSEE agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints LESSOR as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.
5. LESSOR will give LESSEE written notice of any breach by LESSEE of the Airport's storm water discharge permit or the provisions of this section when such a breach is significant, and, if of a continuing nature, LESSOR may seek to terminate this Lease pursuant to the terms of this Lease. Tenant agrees to cure promptly any breach.
6. LESSEE agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the Airport.

20. <u>Environmental.</u> LESSEE shall comply with all environmental federal, state, and local laws and regulations regarding the storage, use, and disposal of hazardous materials, biological wastes and petroleum products.

21. <u>Holdover.</u> In the event LESSEE shall occupy the leased premises after the termination of this Lease either by expiration of the Lease term or otherwise, such holdover shall not be construed as a holding over from month to month

or year to year or term of years or for a periodic term of any kind, but shall be a holding over from day to day, wholly at the will of the LESSOR.

22. Partial Invalidity. If any term, covenant, condition or provision of this Lease 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.

23. Termination by LESSOR. In any of the following events, which shall constitute "events of default", LESSOR shall have the right, at LESSOR's election, to terminate this Agreement immediately, or to terminate LESSEE's tenancy hereunder:

A. LESSEE shall fail to pay the rent in the amounts and at the times and in the manner provided here and that failure shall continue for thirty (30) or more days after written notice of it shall have been given to LESSEE.

B. LESSEE shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged bankrupt, and that adjudication is not stayed or vacated within sixty (60) days later, or the interest of LESSEE under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm, or corporation because of the insolvency of LESSEE; or in the event that a receiver or trustee shall be appointed for LESSEE or the interest of LESSEE under this Agreement, and such appointment has not been vacated within sixty (60) days later.

C. LESSEE shall vacate or abandon the premises, or shall permit them to remain vacant or unoccupied for more than sixty (60) days without first obtaining the consent of LESSOR.

D. LESSEE shall fail to observe any other provision of this Agreement after thirty (30) days written notice given by LESSOR of such failure, or, if such failure cannot be cured within thirty (30) days through no fault of LESSEE, LESSEE shall have further time as is reasonably necessary to cure.

E. LESSEE shall fail to complete the construction of all improvements as outlined in Section 6, Leasehold Improvements, of this Agreement, within the 270-day period as described.

F. This Agreement may be subject to immediate suspension of operations, without benefit of the thirty (30) day remediation period, and LESSEE's right to tenancy of the Premises may be suspended immediately if the safety and health of personnel in, on or around the

Premises is in serious jeopardy and serious injury or death could occur. Immediate suspension may occur as the result of conditions, issues or events arising through LESSEE's use or occupancy of the Premises including, but not limited to, failure of LESSEE to maintain adequate insurance coverage as outlined in Section 14, Insurance; the presence of hazardous materials or conditions, adverse environmental conditions, structural damage to any structure on the Premises or other conditions, issues or events that may arise or be present on the Premises affecting personnel health or safety. Failure to cure the serious health or safety issues in a reasonably timely manner considering the circumstances, shall be grounds for termination.

24. Termination by LESSEE. This Agreement shall be subject to termination by LESSEE in the event of any one or more of the following events:

A. The abandonment of the Airport as an airport or airfield.

B. The LESSOR fails to remedy, or undertake to remedy, to LESSEE's satisfaction, any of the following defaults for a period of thirty (30) days after receipt of notice from LESSEE:
1. Fails to observe any provision of this Agreement.
2. Condemns property for right-of-way purposes.

C. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport of the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.

25. Default. Upon the occurrence of any of the events of default specified in paragraph 23, LESSEE's right to possession of the leased premises shall at LESSOR's option terminate and LESSEE shall surrender the premises immediately. In that event, LESSEE grants to LESSOR full license to enter into the premises, or any part of them, to take possession with or without process of law, and to remove LESSEE or any other person who may be occupying the premises, or any part of them, and LESSOR may use that force in removing LESSEE and that other person as may reasonably be necessary. And LESSOR may repossess itself of the premises as of its former estate, but that entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor waiver of any agreement or promise in this lease that is to be performed by LESSEE. LESSEE shall make no claim of any kind against LESSOR, its agents and representatives by reason of that termination or any act incident to it.

At its option, LESSOR may terminate this Agreement for any uncorrected default. LESSOR may sue for all damages and rent accrued or accruing under this Agreement or arising out of any breach of it.

If it so elects, LESSOR may pursue any other remedies provided by law for the breach of this Agreement or any of its terms or conditions. No right or remedy conferred herein or reserved to LESSOR or LESSEE is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by LESSOR, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this Agreement by LESSEE, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of LESSOR's right to act or of any other right here given LESSOR, or as an election not to proceed under the provisions of this Agreement.

In the event of default by LESSOR, LESSOR shall, within sixty (60) days of the date of such termination or cancellation, negotiate a payment schedule with the LESSEE for all of the leasehold improvements installed or constructed by LESSEE at an unamortized cost for said improvements. LESSEE agrees that, for purposes of this provision, it shall amortize the actual direct cost of such improvements on a straight-line basis, commencing with the effective date of this Agreement and extending for the term hereof.

26. Termination of Agreement. Upon termination of this Agreement by lapse of time or otherwise as provided here, LESSEE agrees to surrender the leased premises in good condition and repair, normal wear and tear excepted, without the receipt of any demand for rent, notice to quit or demand for possession.

LESSEE shall be entitled during the term of this Agreement and for fifteen (15) calendar days after its termination, to remove from the premises all aircraft, fixtures, tools, machinery, equipment, materials and supplies placed there by it under this Agreement, subject, however, to any valid lien LESSOR may have on those items for unpaid rents or other amounts payable by LESSEE to LESSOR, and provided that LESSEE shall have repaired all damage resulting from that removal.

LESSEE shall be deemed to have abandoned to LESSOR any of that equipment or property of LESSEE which LESSEE has failed to remove from the premises within the mentioned fifteen (15) calendar days after the end of the period of this Agreement or effective date of termination, unless the LESSOR shall grant in writing a further period for this purpose.

27. Choice of Law. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Arizona. Venue for any litigation arising from this Agreement shall be in Navajo County, Arizona.

28. Notices. Notices to LESSOR provided for here shall be sent by registered or certified United States mail, postage prepaid, addressed to the Airport Manager, Show Low Regional Airport, 3150 Airport Loop Road, Suite 100, Show Low, Arizona 85901, and notices to LESSEE provided for here shall be sent by registered or certified United States mail, postage prepaid, addressed to LESSEE at: LD&B LLC, P.O. Box 269, Show Low, Arizona 85902, or in either case to such other respective parties and addresses as the parties may designate in writing, and those notices shall be deemed to have been given when so sent.

29. Entire Agreement. This Agreement consisting of paragraphs numbered 1 to 30 including all Exhibits, if any, constitute the entire Agreement between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such agreement that are not set forth here at length.

30. Attorney's Fees. In the event an action or proceeding arises regarding this Agreement, the prevailing party shall be entitled to recover its costs, and attorney's fees in such action.

In witness, the parties have caused this instrument to be executed under their respective seals on the day and year written first above:

**CITY OF SHOW LOW (LESSOR):**

______________________________
John Leech, Jr., Mayor

ATTEST:

______________________________
Rachael Hall, City Clerk

APPROVED AS TO FORM:

______________________________
Anna M. Atencio, City Attorney

**<u>LD&B LLC (LESSEE):</u>**

________________________________
Jacob Lee Letner, Member

STATE OF ARIZONA )
)ss.
COUNTY OF ___________ )

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Jacob Lee Letner.

________________________________
Notary Public

My Commission Expires:

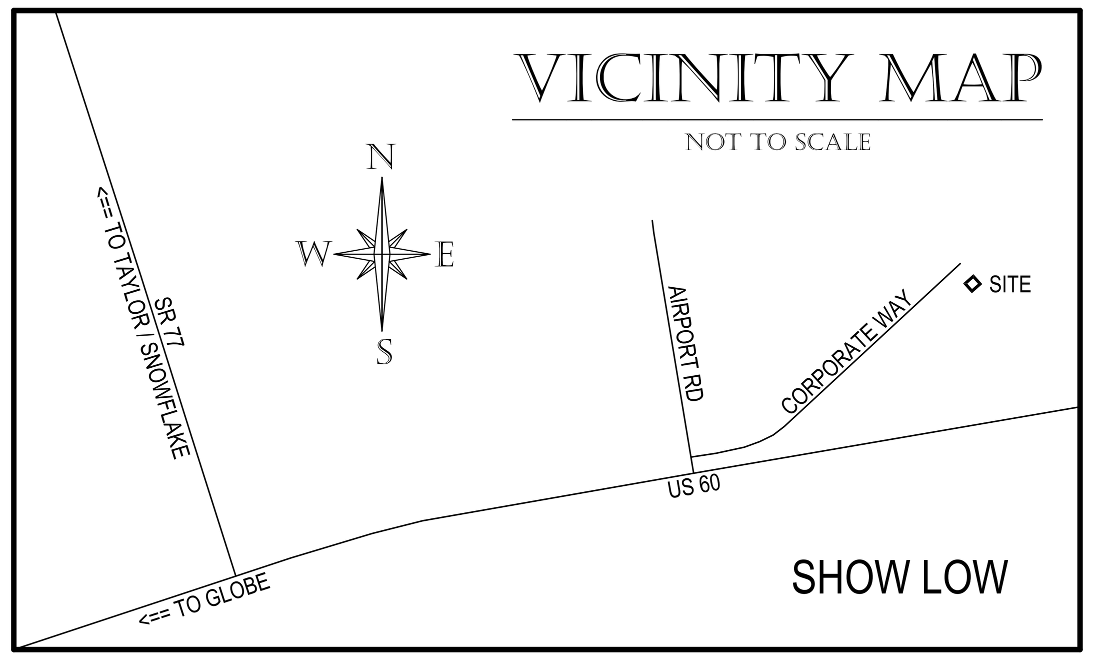
# EXHIBIT A

## SITE SURVEY AND LEGAL DESCRIPTION

# NAVAJO COUNTY BOUNDARY SURVEY

SCALE 1"=10'

0 5 10 20




**LEGAL DESCRIPTIONS:**

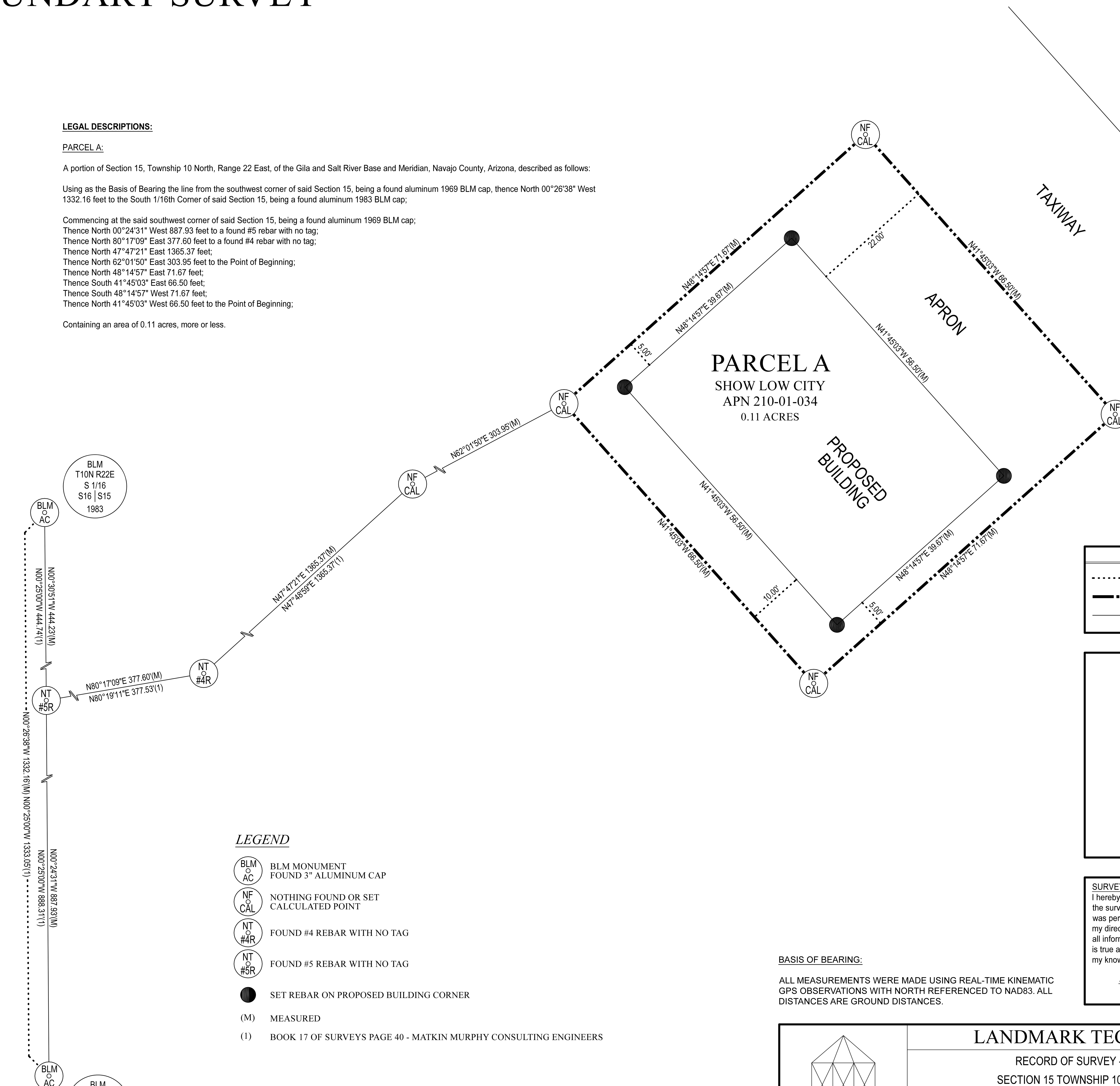
PARCEL A:

A portion of Section 15, Township 10 North, Range 22 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the line from the southwest corner of said Section 15, being a found aluminum 1969 BLM cap, thence North 00°26'38" West 1332.16 feet to the South 1/16th Corner of said Section 15, being a found aluminum 1983 BLM cap;

Commencing at the said southwest corner of said Section 15, being a found aluminum 1969 BLM cap;
Thence North 00°24'31" West 887.93 feet to a found #5 rebar with no tag;
Thence North 80°17'09" East 377.60 feet to a found #4 rebar with no tag;
Thence North 47°47'21" East 1365.37 feet;
Thence North 62°01'50" East 303.95 feet to the Point of Beginning;
Thence North 48°14'57" East 71.67 feet;
Thence South 41°45'03" East 66.50 feet;
Thence South 48°14'57" West 71.67 feet;
Thence North 41°45'03" West 66.50 feet to the Point of Beginning;

Containing an area of 0.11 acres, more or less.

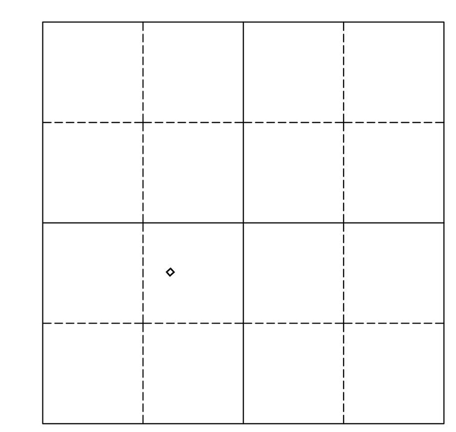



*LEGEND*

| | |
|---|---|
| BLM AC | BLM MONUMENT FOUND 3" ALUMINUM CAP |
| NF CAL | NOTHING FOUND OR SET CALCULATED POINT |
| NT #4R | FOUND #4 REBAR WITH NO TAG |
| NT #5R | FOUND #5 REBAR WITH NO TAG |
| ● | SET REBAR ON PROPOSED BUILDING CORNER |
| (M) | MEASURED |
| (1) | BOOK 17 OF SURVEYS PAGE 40 - MATKIN MURPHY CONSULTING ENGINEERS |

LINE LEGEND

- LEADER LINE
- LEASE BOUNDARY
- PROPERTY LINE




SURVEYOR'S CERTIFICATION

I hereby certify that this map and the survey on which it is based was performed in the field under my direct supervision, and that all information contained herein is true and correct to the best of my knowledge and belief.

*LAST DATE OF FIELD WORK:*

AUG 03, 2023

BASIS OF BEARING:

ALL MEASUREMENTS WERE MADE USING REAL-TIME KINEMATIC GPS OBSERVATIONS WITH NORTH REFERENCED TO NAD83. ALL DISTANCES ARE GROUND DISTANCES.

NOTES:

1) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT; EASEMENTS AND RIGHTS OF WAY WHICH COULD EXIST MAY NOT BE SHOWN.

2) LANDMARK RESERVES THE RIGHTS TO ALL ARTWORK, DATA AND KNOWLEDGE GENERATED IN THE COURSE OF PERFORMING THIS SURVEY AND DRAWING.

LANDMARK TECHNOLOGIES

RECORD OF SURVEY - BOUNDARY SURVEY

SECTION 15 TOWNSHIP 10 NORTH, RANGE 22 EAST

JACOB LETNER

FOR CLIENT IN ORDER TO OBTAIN AIRPORT LEASE

230726B

LANDMARK TECHNOLOGIES®


DANIAL L. PUCKETT
Website: landmarksurvey.info
Email: landmarksurvey411@gmail.com
1539 Falcon Lane - P.O. Box 1156
Pinedale, AZ 85934
CELL: 928-205-2800


| | | | |
|---|---|---|---|
| APN | 210-01-034 | COUNTY | NAVAJO |
| DATE | AUG 08, 2023 | DWG # | F1 |
| JOB | 230726B | SHEET | 1 OF 1 |
| DESC. | Airport Hanger | | |
| REV. 0 | | | |

Exhibit __

# Landmark Technologies

## Legal Description for Job 230726B

**PARCEL A:**

A portion of Section 15, Township 10 North, Range 22 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the line from the southwest corner of said Section 15, being a found aluminum 1969 BLM cap, thence North 00°26'38" West 1332.16 feet to the South 1/16th Corner of said Section 15, being a found aluminum 1983 BLM cap;

Commencing at the said southwest corner of said Section 15, being a found aluminum 1969 BLM cap;
Thence North 00°24'31" West 887.93 feet to a found #5 rebar with no tag;
Thence North 80°17'09" East 377.60 feet to a found #4 rebar with no tag;
Thence North 47°47'21" East 1365.37 feet;
Thence North 62°01'50" East 303.95 feet to the Point of Beginning;
Thence North 48°14'57" East 71.67 feet;
Thence South 41°45'03" East 66.50 feet;
Thence South 48°14'57" West 71.67 feet;
Thence North 41°45'03" West 66.50 feet to the Point of Beginning;

Containing an area of 0.11 acres, more or less.

LANDMARK TECHNOLOGIES®

Written communication:
P.O. Box 1156
Pinedale, Arizona 85934

Shipments:
1539 Falcon Lane
Pinedale, Arizona 85934

Phone: 928-205-2800

Webpage:landmarksurvey.info

Email:
landmarksurvey411@gmail.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53246
DANIAL L
PUCKETT
Date Signed 8-08-2023
ARIZONA U.S.A.

MTG DATE: 9/5/2023
ITEM: 7.E

**City of Show Low**
**STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of Installation of Two Park Ramadas, City of Show Low Project No. FM-0424. (Rick Austin)

## RECOMMENDATION

I **MOVE** to accept the installation of the two park ramadas, with a final cost of $53,384.23, and initiate the two-year warranty period.

## BACKGROUND

At its regular meeting on May 2, 2023, the Show Low City Council awarded an installation agreement to Exerplay, Inc. in an amount not to exceed $53,384.23 for the purchase and installation of two ramadas, one at City Park and one at Archibeque Memorial Park.

The work has been completed for a final cost of $53,384.23.

Staff recommends accepting the installation of the two park ramadas, City of Show Low Project No. FM-0424, with a final cost of $53,384.23, and initiating the two-year warranty period.

## ATTACHMENTS

None

## FISCAL IMPACT

Anticipated cost: $53,384.23
Funding Source (account no.): Ramada for City Park (11-445-495-7300-2306/4452306) $26,692.12; Ramanda for Archibeque Park (11-445-495-7300-2305/4452305) $26,692.11

MTG DATE: 9/5/2023
ITEM: 7.F

**City of Show Low**
**STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of Parkview Waterline Replacement Project, City of Show Low Project No. W-6422. (Shane Hemesath)

## RECOMMENDATION

I **MOVE** to accept the Parkview Waterline Replacement Project, City of Show Low Project No. W-6422, with a final cost of $264,255.90, release the retainage, and initiate the two-year warranty period.

## BACKGROUND

At its regular meeting on February 7, 2023, the Show Low City Council awarded a construction contract to Apache Underground and Excavating in an amount not to exceed $280,564.00 for the Parkview Waterline Replacement project. The scope of work included constructing approximately 1,200 linear feet of new eight-inch C-900 PVC waterline, including fire hydrants, new water services, and required fittings. The scope of work also included installing any concrete or pavement removed during the work. The work took place in the Parkview Subdivision along South 13th Drive, West Nikolaus, and West Oliver.

The improvements to the Parkview Subdivision waterlines have been completed for a final project cost of $264,255.90.

Staff recommends accepting Parkview Waterline Replacement Project, City of Show Low Project No. W-6422, with a final cost of $264,255.90, releasing the retainage, and initiating the two-year warranty period.

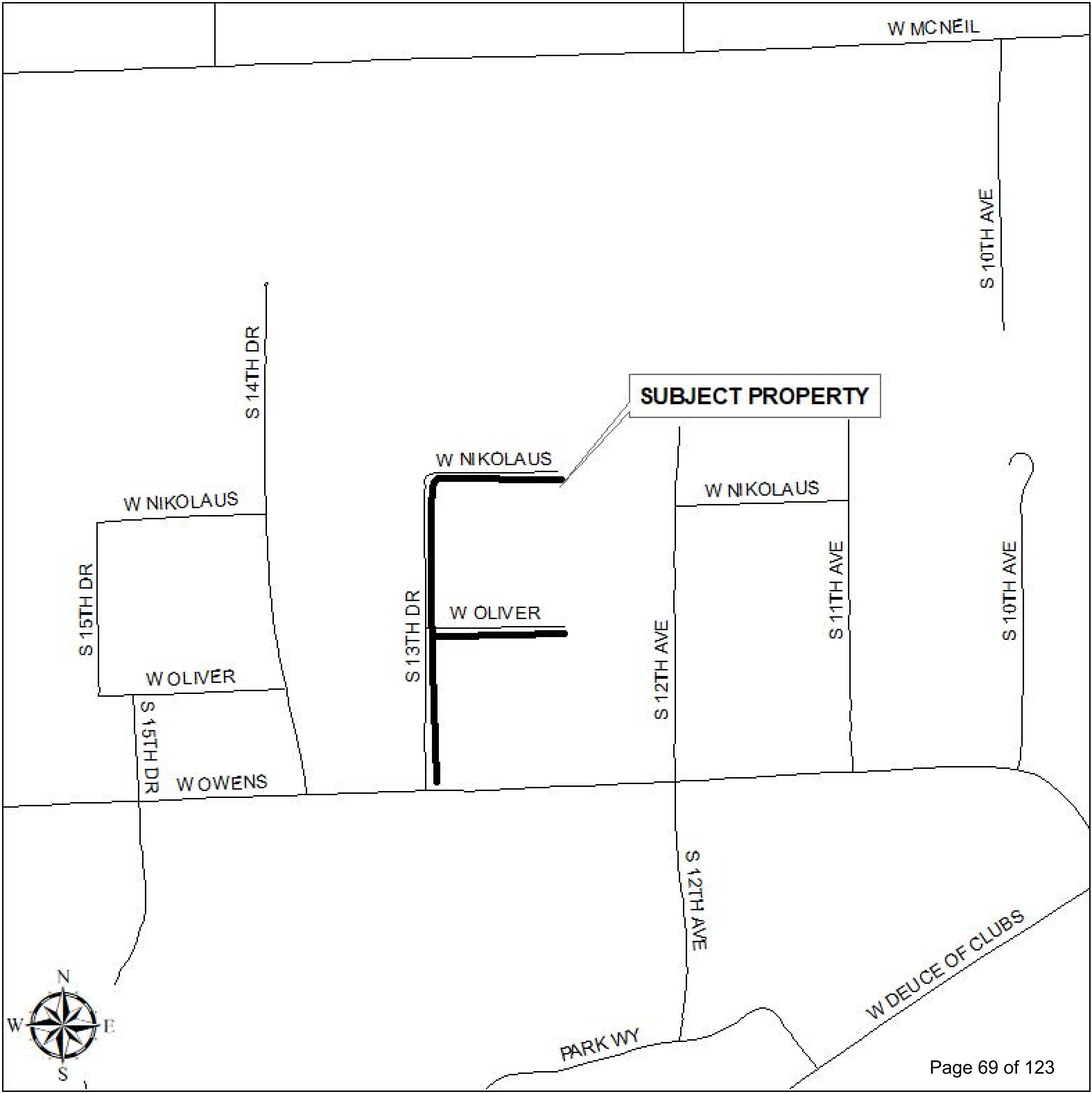
## ATTACHMENTS

1. Parkview Subdivision Aerial Map
2. Parkview Subdivision Subject Map

## FISCAL IMPACT

Anticipated cost: $264,255.90
Funding source (account no.): Parkview Subdivision Replacement (43-760-180-1620-0000/7602345)


W MCNEIL
SUBJECT PROPERTY
S 14TH DR
S 10TH AVE
W NIKOLAUS
W NIKOLAUS
W NIKOLAUS
S 15TH DR
S 11TH AVE
S 10TH AVE
W OLIVER
W OLIVER
S 13TH DR
S 12TH AVE
S 15TH DR
W OWENS
S 12TH AVE
W DEUCE OF CLUBS
PARK WY
N
S
W
E


W MCNEIL
S 10TH AVE
SUBJECT PROPERTY
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MTG DATE: 9/5/2023
ITEM: 7.G

**City of Show Low**
**STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of East Hall and North 11th Street Bridge Replacement, City of Show Low Project No. R-0922. (Shane Hemesath)

## RECOMMENDATION

I **MOVE** to accept the East Hall and North 11th Street Bridge Replacement, City of Show Low Project No. R-0922, with a final cost of $550,782.00, release the retainage, and initiate the two-year warranty period.

## BACKGROUND

At its regular meeting on February 7, 2023, the Show Low City Council awarded a construction contract to McCauley Construction in an amount not to exceed $550,782.00 for the East Hall and North 11th Street Bridge Replacement project. The scope of work included constructing a pre-cast box culvert, 400 linear feet of new curb, 3,000 square feet of new sidewalk, Americans with Disabilities ramps, electrical conduit, irrigation sleeves, and new drainage infrastructure to facilitate the new bridge replacement. The work also included replacing 110 linear feet of eight-inch sewer main and installing a new sewer manhole under the bridge section. The work took place along East Hall near the North 11th Street intersection.

The improvements to the East Hall and North 11th Street Bridge Replacement have been completed for a final project cost of $550,782.00.

Staff recommends accepting East Hall and North 11th Street Bridge Replacement, City of Show Low Project No. R-0922, with a final cost of $550,782.00, releasing the retainage, and initiating the two-year warranty period.

## ATTACHMENTS

1. East Hall and North 11th Street Bridge Aerial Map
2. East Hall and North 11th Street Bridge Subject Map

## FISCAL IMPACT

Anticipated cost: $550,782.00
Funding source (account no.): Hall and 11th Street Box Culvert (12500-495-7310-2202/5002202)

E DEUCE OF CLUBS
N 9TH PL
E COOLEY
9TH ST
N 11TH ST
SUBJECT PROPERTY
E HALL
N 8TH ST
N WHITE MOUNTAIN
E HUNING
E MCNEIL
S 11TH ST
E MILLS
S 12TH PL
N
S
E
W


E DEUCE OF CLUBS
N 9TH PL
E COOLEY
9TH ST
N 11TH ST
SUBJECT PROPERTY
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**City of Show Low**
**STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of Sunken Manhole Repair Project, City of Show Low Project No. S-4323. (Shane Hemesath)

## RECOMMENDATION

I **MOVE** to accept the 2023 Sunken Manhole Repair Project, City of Show Low Project No. S-4323, with a final cost of $80,000.00, release the retainage, and initiate the two-year warranty period.

## BACKGROUND

At its regular meeting on April 4, 2023, the Show Low City Council awarded a construction contract to Apache Underground and Excavating in an amount not to exceed $80,000.00 for the 2023 Sunken Manhole Repair Project. The scope of this project was to excavate eight feet deep around the settled manholes, replace it with slurry backfill, reset the steel ring and cover, install a concrete collar, and replace any asphalt removed. Four manholes were identified for this project at various locations throughout the City. The City also identified ten additional manholes previously repaired with slurry but need adjustment and the final asphalt patch to be installed.

The improvements to the sunken manholes have been completed for a final project cost of $80,000.00.

Staff recommends accepting the 2023 Sunken Manhole Repair Project, City of Show Low Project No. S-4323, with a final cost of $80,000.00, releasing the retainage, and initiating the two-year warranty period.

## ATTACHMENTS

None

## FISCAL IMPACT

Anticipated cost: $80,000.00
Funding source (account no.): I and I Project (42-755-495-7300-5871)

**MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, AUGUST 15, 2023, 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, Vice Mayor Kakavas, Councilman Allsop, Councilman Adams, Councilman Clark, Councilman Hatch, and Councilman Judd,

   **COUNCIL MEMBERS ABSENT:** None.

   **STAFF MEMBERS PRESENT:** Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Brad Provost, Police Chief; Greg Westover, Police Commander; Jeff McNeil, Police Commander; Bill Kopp, Public Works Director; Shane Hemesath, City Engineer; Jacob Allen, Airport Manager; Cari Bilbie, Accounting Manager; Kathy Clements, Assistant City Clerk; and Rachael Hall, City Clerk.

   **GUESTS:** David Walker, Rose Portz, Nate Jones, Debi Thomas, Denise Stow, and others.

3. Invocation.

   Councilman Clark gave the invocation.

4. Pledge of Allegiance.

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

5. **CALL TO THE PUBLIC:**

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

   David Walker, 4800 South 28th Street, said he attended the July 18, Council meeting and spoke to the Council about his concerns regarding Arizona Game and Fish and Show Low Lake. He was happy to report he had since met with Arizona Game and Fish staff regarding his concerns about stocking Show Low Lake. He wanted to encourage others to attend the Arizona Game and Fish Commission Board meeting on September 8 in Show Low. He thanked the Council for listening to his concerns. Mr. Walker also thanked Public Works for quickly fixing and cleaning up the Show Low Lake fish cleaning station.

Dennis Wiseman Stow, 371 South 16th Avenue, on behalf of Show Low Main Street, wanted to let the Council and the community know that the Battle of the Bands and Food Vans would be held on September 2 at Frontier Field. She also wanted to let everyone know that Show Low Main Street was hosting a Farmers Night Market on Wednesdays from 4:00 p.m. - 7:00 p.m., with agricultural vendors only.

6. **SPECIAL EVENTS:**

A. Special Presentation in Recognition of Retiring Employee.

Mr. Kopp said Matt Smith, the City's Lead Airport Lineman, served the City for over 20 years. Mr. Kopp and Mr. Allen gave an overview of Mr. Smith's work history and thanked him for his service and dedication to the City.

B. Commendation of Police Department Employees.

Chief Provost said tonight was a night for the City Council and Administration to recognize the life-saving efforts and commendable acts of the Show Low Police Department employees.

Chief Provost presented Dispatcher Adam Leili with a Certificate of Lifesaving Award for quickly initiating Emergency Dispatch Protocols and guiding a caller, who found a coworker unconscious and not breathing, through lifesaving CPR. Chief Provost said Dispatcher Leili calmed the caller and provided clear instructions, which helped save the man's life.

Chief Provost presented Dispatcher Lauren Clark with a Certificate of Lifesaving Award for quickly initiating Emergency Dispatch Protocols and guiding the caller, who reported that his wife had collapsed and was not breathing, in the delivery of lifesaving CPR until medical crews arrived. Chief Provost said Dispatcher Clark remained calm while simultaneously counting compressions and updating emergency medics as they responded. Dispatcher Clark's actions helped save the woman's life.

Chief Provost presented Officer James Tyra with a Certificate of Lifesaving Award for responding to a medical call for a female found unresponsive. Officer Tyra arrived before the medics and immediately began CPR until the medical crew arrived. Chief Provost said Officer Tyra's rapid response and decisive actions helped save the women's life.

Chief Provost presented Officer Joseph Hubbard with a Certificate of Lifesaving Award for responding to a medical call for a female who had collapsed and was not breathing. Officer Hubbard immediately delivered lifesaving CPR until medical crews arrived. This was Officer Hubbard's second time successfully performing CPR in the line of duty. Chief Provost said Officer Hubbard's rapid assessment of the situation and calm and clear actions saved the woman's life.

Chief Provost awarded Officer Stavros Castillo a Certificate of Commendation for responding to a report of an active shooter at Banner Urgent Care in Lakeside. Officer Castillo arrived first on the scene and led the response. The suspect was quickly detained with the help of deputies and other officers. It was discovered that the suspect had a pellet gun and not a firearm. Chief Provost said Officer Castillo's rapid and decisive actions prevented a potentially tragic outcome.

Chief Provost awarded Dispatcher Dezarae Pease a Certificate of Commendation for helping a distraught, armed female caller who threatened suicide. Dispatcher Pease kept the woman calm through compassionate conversation and convinced the woman to put down the firearm and follow the instructions of the on-scene officers. Chief Provost said Dispatcher Pease's composed, thoughtful, and clear instructions diffused the situation and allowed the officers to resolve the incident without any harm to anyone involved.

Chief Provost awarded Officers Aliva Matkin and Stratton Hatch Certificates of Commendation for their response to a child custody dispute. The mother was suffering from severe mental health issues, and there was concern for the safety of the children. It was also discovered that the woman's oldest child had been left out of state with people who were not family. Chief Provost said Officers Matkin and Hatch recognized the potential dangers, coordinated with police agencies in another state, were able to locate the child, and coordinated her safe return to her father.

Chief Provost awarded Officer Austin Wilson a Certificate of Commendation for responding to a man suffering from severe mental health issues. Officers had been called multiple times over several days to deal with this man, and it became clear he needed specialized help. Officer Wilson recognized that the man was struggling physically and mentally and worked to find the proper resources. Out of his own pocket, Officer Wilson purchased food, water, and a pair of shoes for the man. Chief Provost said Officer Wilson was an example to us all in showing genuine concern and compassion for others.

The Council members commended law enforcement and dispatchers for their outstanding work.

7. **CONSENT CALENDAR:**

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

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

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

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

1. Regular Meeting of August 1, 2023.

Councilman Clark declared a conflict because he was involved with one of the items on the Consent Calendar.

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

8. **NEW BUSINESS:**

A. **PUBLIC HEARING** and Consideration of Application Submitted by Kuzi Paul Mutsiwegota and James H. Coleman for #6, Bar, Liquor License on Behalf of Bison Golf Club for its Location at 1 North Bison Preserve Drive, Show Low, Arizona. (Rachael Hall)

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

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

**COUNCILMAN ALLSOP MOVED TO RECOMMEND APPROVAL TO THE STATE LIQUOR BOARD OF THE APPLICATION SUBMITTED BY KUZI PAUL MUTSIWEGOTA AND JAMES H. COLEMAN FOR #6, BAR, LIQUOR LICENSE ON BEHALF OF BISON GOLF CLUB FOR ITS LOCATION AT 1 NORTH BISON PRESERVE DRIVE, SHOW LOW, ARIZONA; SECONDED BY COUNCILMAN HATCH; PASSED 7 TO 0 WITH MAYOR LEECH AND VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, JUDD, AND, HATCH VOTING IN FAVOR.**

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

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

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

**VICE MAYOR KAKAVAS MOVED TO RECOMMEND APPROVAL TO THE STATE LIQUOR BOARD OF THE APPLICATION SUBMITTED BY SHANE JENNINGS SHUMWAY, NATHAN DOUGLAS JONES, AND STEVEN DOUGLAS SHUMWAY FOR #10, BEER AND WINE STORE, LIQUOR LICENSE ON BEHALF OF BEHALF OF FAIRFIELD & TOWNEPLACE SUITES FOR ITS LOCATION AT 1401 EAST WOOLFORD ROAD, SHOW LOW, ARIZONA; SECONDED BY MAYOR LEECH; PASSED 7 TO 0 WITH MAYOR LEECH AND VICE MAYOR KAKAVAS, COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, JUDD, AND HATCH VOTING IN FAVOR.**

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

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

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

| Contractor | Total Bid |
|---|---|
| Navapache Construction | $222,976.14 |
| Western Grade LLC | $348,344.99 |
| ALK Asphalt LLC | $435,869.80 |

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

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

Mayor Leech asked for an explanation of why the errors occurred in the bidding process. Mr. Hemesath said that this was the second time this project had gone out to bid. No bids were received the first time, so staff made some alterations to the bid package and sent it out again with a new bid schedule. However, two contractors used the original bid documents instead of the revised ones, and one did not submit all the required items. Staff contacted each contractor, who said they would take another look and use the correct documents.

Councilman Alsop asked when the project would be rebid. Mr. Hemesath said the project would go out for rebid in two weeks.

**COUNCILMAN CLARK MOVED TO REJECT ALL BIDS FOR THE CONSTRUCTION CONTRACT FOR THE EAST COOLEY ROADWAY IMPROVEMENTS, CITY OF SHOW LOW PROJECT NO. R-3323; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH AND VICE MAYOR KAKAVAS AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, JUDD, AND HATCH VOTING IN FAVOR**.

D. Consideration of Award of Contract for Reidhead House Architectural Services. (Bill Kopp)

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

Mr. Kopp said portions of the building's foundation had settled, causing significant cracking of the interior plaster walls and the exterior brick masonry. The foundation was repaired and leveled using heliacal piers. Measures were taken to protect the foundation from water infiltration, which included replacing rain gutters and re-routing flood irrigation away from the building. The City intended to restore the home to its original period-correct condition. The City applied for and received grant funding to start restoring the building.

Mr. Kopp said the City prepared a Request for Qualifications for an architectural consultant to develop a Historic Building Preservation Plan (HBPP) and assess the structure to determine eligibility for nomination to the National Register. The selected architectural consultant would complete an evaluation of the property for nomination to the National Park Service's

National Register of Historic Places and the Arizona Register of Historic Places. The architect would also prepare construction plans for the recommended restoration of the building.

Mr. Kopp said City staff contacted five Architectural firms the Arizona State Historic Preservation Office recommended. One Statement of Qualifications (SOQ) was received. The SOQ was reviewed by City staff and the scope and fee were negotiated with the consultant.

Mr. Kopp said staff recommended awarding the Professional Services Contract to Motley Design Group, LLC for the Reidhead House Historical Architectural Services City of Show Low Project number FM-5823 in an amount not to exceed $54,410.00.

**COUNCILMAN JUDD MOVED TO AWARD THE PROFESSIONAL SERVICES CONTRACT TO MOTLEY DESIGN GROUP, LLC FOR THE REIDHEAD HOUSE HISTORICAL ARCHITECTURAL SERVICES, CITY OF SHOW LOW PROJECT NUMBER FM-5823 IN AN AMOUNT NOT TO EXCEED $54,410.00; SECONDED BY COUNCILMAN CLARK; PASSED 7 TO 0 WITH MAYOR LEECH AND VICE MAYOR KAKAVAS, COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, JUDD, AND HATCH VOTING IN FAVOR.**

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

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

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

Mayor Leeched opened the matter for a public hearing.

Renee Stevens, 5838 Show Low Lake Road, and Barbara Stone, 5275 Show Low Lake Road, expressed their concerns regarding never receiving any notice about the proposed development and the impact on their quality of life. They would like more information about the project.

Mayor Leech said City staff would contact them and provide more information.

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

9. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Councilman Adams said he was excited that the City was moving forward with the Reidhead House renovations.

Councilman Judd invited everyone to come out and support Cougar football.

Councilman Allsop thanked City staff for keeping the Council members up to date on the status of the area fires. He also wanted to let the community know that, regardless of what they were being told at the Verizon store, the City of Show Low had never denied a permit for a cell tower to Verizon Wireless or any other cellular service provider.

B. Mayor

Mayor Leech said that the Stage 1 fire restrictions had been lifted but asked that everyone be cautious. He also reminded everyone that school was back in session and asked everyone to be careful when driving.

C. City Manager

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

Mr. Brown said construction had begun on the sunken manhole project, which included repairs to 14 manholes. This project should be completed by next week. The East Hall and 11th Street Bridge replacement project was near completion, and the road was back open. Construction was scheduled to begin on the Fools Hollow Waterline replacement project on September 21. The American with Disabilities concrete improvements at Show Low Lake were scheduled to begin this week, and paving was scheduled for the East Owens

Road extension. As always, the City appreciated everyone's patience as improvements were being made.

Mr. Brown congratulated Rachael Hall for achieving her Master Municipal Clerk Certification.

10. **SCHEDULE OF MEETINGS:**

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

Mr. Brown said the Council Retreat would be held on October 25.

**COUNCILMAN HATCH MOVED TO RECESS INTO EXECUTIVE SESSION TO DISCUSS THE DEVELOPMENT AGREEMENT WITH SHOW LOW LAKE, LLC, THE AGREEMENT WITH WBI COMPANIES, AND REVIEW THE EXECUTIVE SESSION MINUTES OF MARCH 7, 2023 AND MARCH 21, 2023; SECONDED BY COUNCILMAN JUDD; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH AND JUDD VOTING IN FAVOR.**

The Show Low City Council recessed into Executive Session at 7:54 p.m.

11. **EXECUTIVE SESSION:**

A. Confidentiality Statement.

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body or with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property pursuant to A.R.S. Sections 38-431.03(A)(3) and 38-431.03(A)(7).

(1) Development Agreement with Show Low Lake, LLC.

(2) Agreement with WBI Companies.

C. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law. Pursuant to A.R.S. Section 38-431.03(A)(2).

(1) Executive Session Minutes of March 7, 2023.
(2) Executive Session Minutes of March 21, 2023.

12. **POST EXECUTIVE SESSION:**

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

The Show Low City Council reconvened to Open Session at 8:29 p.m.

**COUNCILMAN ADAMS MOVED TO APPROVE THE MINUTES OF THE EXECUTIVE SESSIONS OF THE SHOW LOW CITY COUNCIL HELD ON MARCH 7, 2023 AND MARCH 21, 2023; SECONDED BY MAYOR LEECH; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, JUDD, AND HATCH VOTING IN FAVOR.**

13. **ADJOURNMENT:**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF AUGUST 15, 2023, AT 8:30 P.M.**

| | |
|---|---|
| ATTEST: | APPROVED: |
| ______________________________ | ______________________________ |
| Rachael Hall, City Clerk | John Leech, Jr., Mayor |

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of Show Low held on August 15, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ______ day of __________________, 20___.

_________________________________
Rachael Hall, City Clerk

MTG DATE: 9/5/2023
ITEM: 8.A

**City of Show Low**
**STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Award of Professional Services Contract for Design of Savage Sewer Replacement Project Phase 1, City of Show Low Project No. S-2624. (Shane Hemesath)

## RECOMMENDATION

I **MOVE** to award the Professional Services Contract for the Design of Savage Sewer Replacement Project Phase 1, City of Show Low Project No. S-2624, to Ironside Engineering & Surveying, Inc., in an amount not to exceed $96,700.00.

## BACKGROUND

The City has been awarded $800,000.00 in Federal Direct Spending to reconstruct the Savage Sewer main Phase 1. The scope of work includes removing the undersized existing 12-inch sewer main and replacing it with a larger 18-24 inch sewer main and polymer manholes.

City staff solicited a proposal from Ironside Engineering & Surveying, Inc. to perform the necessary design services. The scope of the proposal includes conducting the required project survey and mapping, preparing the required preliminary engineering report and environmental categorical exclusion paperwork, preparing construction design documents, obtaining Arizona Department of Environmental approvals to construct, construction staking, and completion of record drawings. The proposed cost for these services is $96,700.00.

Staff recommends awarding the professional services contract for the design of the Savage Sewer Replacement Project Phase 1, City of Show Low Project No. S-2624, to Ironside Engineering & Surveying, Inc., in an amount not to exceed $96,700.00.

## ATTACHMENTS

1. Scope of Services
2. Savage Sewer Aerial Map
3. Savage Sewer Subject Map

## FISCAL IMPACT

Fiscal Impact: $96,700.00
Funding source (account no.): Savage Sewer Phase I (42-755-180-1620-0000/7552020)

P.O. Box 1358, Show Low, Arizona, 85902

928-532-0880
admin@ironsideengr.com
**ironsideengr.com**

# AUTHORIZATION OF SERVICES

**City of Show Low**
**Savage Sewer Phase 1 Sewer Main Replacement**
June 23, 2023

1. **Scope of Work.** The Consultant shall provide the professional consulting services described in Exhibit A of this Authorization of Services.
2. **Basis of Fee.** As outlined in Exhibit B, the Consultant fee shall Not Exceed $96,700.00
3. **Additional Services.** The fee for any additional services required by the Owner will be computed either on a negotiated lump sum or upon actual hours and expenses incurred by the Consultant.
4. **Compensation.** The Consultant will complete the work outlined herein and invoice the client monthly on a percentage of completion basis, up to the fixed maximum Not to Exceed fee based on the attached Fee Schedule and the attached Estimate of Cost Proposal Summary.
5. **General Conditions.** The Consultant agrees to perform its services hereunder in character, sequence, and timing as directed by the City of Show Low and in accordance with the Scope of Services, Exhibit A and the General Considerations.
6. **Subcontracts.** The Consultant is authorized by the Owner to subcontract specific items of work including materials testing, if requested by the Owner, hereinafter referred to as Subconsultants. At the time of additional subcontracted services are anticipated, the Consultant shall notify the Owner of the nature of such services and identify the proposed subcontracting firm.
7. **Completion Date.** The Consultant agrees to perform its services hereunder in character, sequence, and timing as shall be coordinated by the City of Show Low and in accordance with the Scope of Work, Mapping and Environmental Submittal estimated to be completed within 120 days of Notice to Proceed and project estimated to be completed within 360 days of Notice to Proceed.

| **FOR THE CONSULTANT:** | **FOR THE CLIENT:** |
|---|---|
| Ironside Engineering & Development, Inc. | City of Show Low |
| By:____________________ | By: ____________________ |
| Bruce J. Ironside, PE, RLS | Name:________________ |
| President | Title:________________ |
| Date:____________________ | Date: ____________________ |

Attached and Incorporated by Reference:

Exhibit A – Scope of Services
Exhibit B – Estimate of Cost Proposal Summary
Exhibit C – Fee Schedule
Exhibit D – General Considerations

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# EXHIBIT A – Scope of Services

**City of Show Low**
**Savage Sewer Phase 1 Sewer Main Replacement**
June 23, 2023

**The Consultant** will be responsible for accomplishing professional services required for the preparation of Environmental clearance and Improvement plans for the Savage Sewer Phase 1 project in accordance with EPA Guidelines and implementation of the Community Grants Program.

## I. SUPPLEMENTARY MAPPING

Supplementary mapping to the City provided digital topography in the area will be performed to map the existing topographic features within the limits of the proposed Sewer Main Replacement project. The project limits include the existing Savage Sewer mainline between Old Linden Rd and the Whipple Ranch Elementary School. The survey will include existing "bluestaked" utilities and all existing wastewater collection components in the project areas. The Consultant shall also coordinate with City of Show Low staff to obtain available underground video of the service locations.

## II. PRELIMINARY ENGINEERING REPORT & CATEGORICAL EXCLUSION SUBMITTAL

Consultant will prepare Preliminary Engineering Report as part of the Environmental Review process for the purpose of obtaining a Categorical Exclusion (CATEX) for the proposed project in accordance with the EPA's "Categorical Exclusions Instructions and Checklist". Includes cross-cutting coordination with other agencies as coordinated by the EPA but excludes separate environmental reports. This will include a capacity design report for the EPA and ADEQ and 15% preliminary plans.

## III. GRANT APPLICATION & WORKPLAN SUPPORT

Consultant to provide assistance to COSL staff for grant submission including cost estimates, project narrative, project graphics, and other items which may be required by the EPA process for the workplan and grant application submittals.

## IV. IMPROVEMENT PLANS

Consultant will prepare Improvement Plans for the replacement and minor capacity increase of approximately 2,010 feet of existing gravity lines and 7 manholes. Improvement plans will detail the required work to replace existing gravity collection lines and manholes, reconnect sewer laterals and pavement patch in accordance with current City of Show Low standards. Design will be consistent with guidance documents prepared by the Arizona Department of Environmental Quality (ADEQ)

## V. ADEQ APPROVAL TO CONSTRUCT

The Consultant shall prepare all appropriate documents and applications to ADEQ. Owner will provide appropriate fees made payable to ADEQ.

P.O. Box 1358, Show Low, Arizona, 85902
928-532-0880
admin@ironsideengr.com
**ironsideengr.com**

**VI. CONSTRUCTION STAKING**

The Consultant shall provide one set of construction stakes for the project as specified in the contract documents.

**VII. RECORD DRAWINGS**

The consultant shall field locate "as constructed" new gravity sewer infrastructure and prepare DWG files, record drawings, of the project to accompany the City prepared Engineers Certificate of Completion to ADEQ. The City public works department to provide all construction observation and certifications of improvements constructed.

**VIII. EXCLUSIONS**

1. Payment for review fees or other similar charges
2. Materials testing
3. Construction administration and observation
4. Potholing for underground improvements
5. Legal descriptions and Boundary Survey
6. Easement Verification
7. Environmental Information Document (EID),
   Environmental Assessment (EA),
   Environmental Impact Statement (EIS), or similar
8. Project Specifications
9. Archaeological investigations or similar

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# EXHIBIT B – Estimate of Cost Proposal Summary

**City of Show Low**
**Savage Sewer Phase 1 Sewer Main Replacement**
June 23, 2023

For, and in consideration of, the services to be rendered by the Consultant, the Owner shall pay the Consultant the fees based on the following Not to Exceed amounts. Ironside Engineering will not exceed the total maximum labor fee shown here on without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Ironside Engineering reserves the right to relocate amounts among tasks as necessary.

**COMPENSATION**

**I.** **SUPPLEMENTARY MAPPING**
Time & Materials Estimated Not to Exceed ............................................$6,800.00

**II.** **PRELIMINARY ENGINEERING REPORT & CATEGORICAL EXCLUSION**
Time & Materials Estimated Not to Exceed ............................................$48,000.00

**III.** **GRANT APPLICATION & WORKPLAN SUPPORT**
Time & Materials Estimated Not to Exceed ............................................$4,500.00

**IV.** **IMPROVEMENT PLANS**
Time & Materials Estimated Not to Exceed ............................................$22,000.00

**V.** **ADEQ APPROVAL TO CONSTRUCT**
Time & Materials Estimated Not to Exceed ............................................$5,500.00

**VI.** **CONSTRUCTION STAKING**
Time & Materials Estimated Not to Exceed ............................................$4,200.00

**VII.** **RECORD DRAWINGS**
Time & Materials Estimated Not to Exceed ............................................$5,700.00

**TOTAL MAXIMUM NOT TO EXCEED FEE: ............................................................$96,700.00**

P.O. Box 1358, Show Low, Arizona, 85902
928-532-0880
admin@ironsideengr.com
**ironsideengr.com**

## EXHIBIT C – Fee Schedule

| Personnel | Rate/hour |
|---|---|
| Principal | $170 |
| Engineering Project Manager | $150 |
| RLS | $145 |
| Designer | $130 |
| Senior CAD Designer | $140 |
| CAD Drafter | $100 |
| Construction Observer | $ 90 |
| Survey Crew | $165 |
| Survey Technician | $100 |
| Clerical | $ 55 |

| Reimbursable Costs | Rate Description |
|---|---|
| Travel (Outside Office Area) | Cost |
| Off-Road Vehicles | $75/Day |

| Outside Consultants – Client Authorized | Rate Description |
|---|---|
| | Cost + coordination at personnel hourly rates stated above |

# GENERAL CONSIDERATIONS

1. All required services outside SCOPE OF WORK outline will be provided upon the CLIENT'S request and will be billed at the rates quoted on the CURRENT FEE SCHEDULE.

2. Fees outlined in this contract will be adhered to subject to site conditions and criteria set forth by the CLIENT and the requirements of all applicable governmental agencies, utility companies, etc., in effect on the date of the ENGINEER'S signing of this contract. When an architectural site plan, building plan or other plan is to be used as the basis for the ENGINEER'S plans or designs, no work by the ENGINEER will commence until fully dimensioned and client-approved plans have been received. Subsequent changes to the plans which require additional work by the ENGINEER will result in extra charges at the rates quoted on the CURRENT FEE SCHEDULE.

3. And field staking outlined in the SCOPE OF WORK will be performed one time only for the fees quoted. Any restaking due to loss of stakes beyond the ENGINEER'S control will be billed at the rate quoted on the CURRENT FEE SCHEDULE. In addition, fees outlined for field survey and construction staking are subject to the ENGINEER being able to perform each item without delays which may occur beyond his control, such as hindrances due to the CLIENT'S equipment and/or employees operating in the ENGINEER'S survey line.

4. In the event that a question or claim may arise as to an error or omission in the ENGINEER'S work or plans, the ENGINEER will assume no liability for errors or omissions unless notified within 48 hours of the CLIENT'S discovery of such. If notified within 48 hours, the ENGINEER will have the right to remedy any such errors or omissions within a reasonable and agreed upon time thereafter, at no additional cost to the CLIENT. The ENGINEER will assume no liability for construction staking unless all stakes are maintained intact and verified as to their origin.

5. The CLIENT shall request construction staking items a minimum of three (3) working days in advance of when desired.

6. The CLIENT shall give authorization to the ENGINEER to commence each item of work as outlined in the SCOPE OF WORK. The CLIENT will be billed only for work performed.

7. CLIENT will be billed monthly, based upon percentage of work completed and/or hourly charges and reimbursable costs. A finance charge of one and one half percent (1½%) per month (18% annual percentage rate) will be added to portions of accounts over 45 days past due and will result in immediate stoppage of all services until payment is received or other written agreements made. Any and all charges incurred by the ENGINEER to collect past due accounts will be paid by the CLIENT. In the event litigation is instituted to enforce the provisions hereof the prevailing party or parties shall be entitled to recover from the other party or parties in addition to all other relief to which such prevailing party or parties may otherwise be entitled all costs, expenses and fees incurred by such party or parties (including such attorney's fees as shall be fixed by the court sitting without a jury.)

8. The CLIENT hereby agrees that the balances as stated on the billing from the ENGINEER is correct, conclusive and binding on the CLIENT unless the CLIENT notifies the ENGINEER in writing within ten (10) days of the billing date of the particular item that is alleged to be incorrect.

9. The obligation to provide further services under the SCOPE OF WORK may be terminated by either party upon seven (7) day's written notice. In the event of any termination, the ENGINEER will be paid for all services rendered to the date of termination plus unpaid reimbursable expenses.

10. The ENGINEER will not be responsible for the cost of permits, title company charges, governmental review fees, soils reports, printing photographic charges, etc., as applicable, except those printing charges necessary for the ENGINEER to do his work. The ENGINEER will be reimbursed for such charges paid by him for the CLIENT at the rates quoted on the CURRENT FEE SCHEDULE.

11. The ENGINEER will not be responsible or liable for the following:

    a) Any use of plans, surveys, specifications, etc., not signed and sealed by the ENGINEER and approved by the appropriate governmental agencies.
    b) Inaccuracy of data, plans, legal descriptions or any other information supplied by the CLIENT.
    c) Site soil and geologic conditions.
    d) Changes to the plans and specifications made by the CLIENT or others.
    e) Job site conditions.
    f) The performance of work on this project by any construction contractor or third party.

12. All original work will be property of the ENGINEER. The CLIENT, at his request, will by furnished with reproducible copies of any and all work.

13. All documents furnished by the ENGINEER are instruments of his service. They are not intended to be suitable for reuse or extensions of this project or any other project. Any reuse without specific written approval by the ENGINEER will be at the sole risk of the user and without liability or legal exposure to the ENGINEER.

14. Neither the CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in this contract without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT or ENGINEER.

15. The ENGINEER makes no representation concerning any cost estimate figures made in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only and the ENGINEER shall not be responsible for fluctuations in costs or quantity figures.

16. The CLIENT agrees to cooperate in every way requested by the ENGINEER to expedite the completion of the work set forth in the contract. The CLIENT agrees to provide the ENGINEER access to the property involved and to make available any records, documents, deeds, legal descriptions or other items requested by the ENGINEER for the reasonable pursuit of the completion of the work.

17. The ENGINEER makes no warranty either expressed or implied, as to his findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted engineering and/or surveying practices and under the direction of registered professional engineers and/or licensed land surveyors.

18. The preparation of Environmental Impact Statements and/or similar environmental documents is not included in this contract.

19. There are no understandings or agreements except as herein expressly state

| Consultant | Client |
|---|---|
| (Initial) | (Initial) |

N PALOMA DR
W PALOMA DR
E SYLVESTER
S PALOMA DR
N 2ND PL
E SAVAGE
SUBJECT PROPERTY
PHASE TWO
E WILLIS
N 1ST AVE
N 2ND PL
N 3RD ST
N CENTRAL AVE
N 6TH ST
N KIAYA LN
PHASE ONE
W OLD LINDEN RD
E ADAMS
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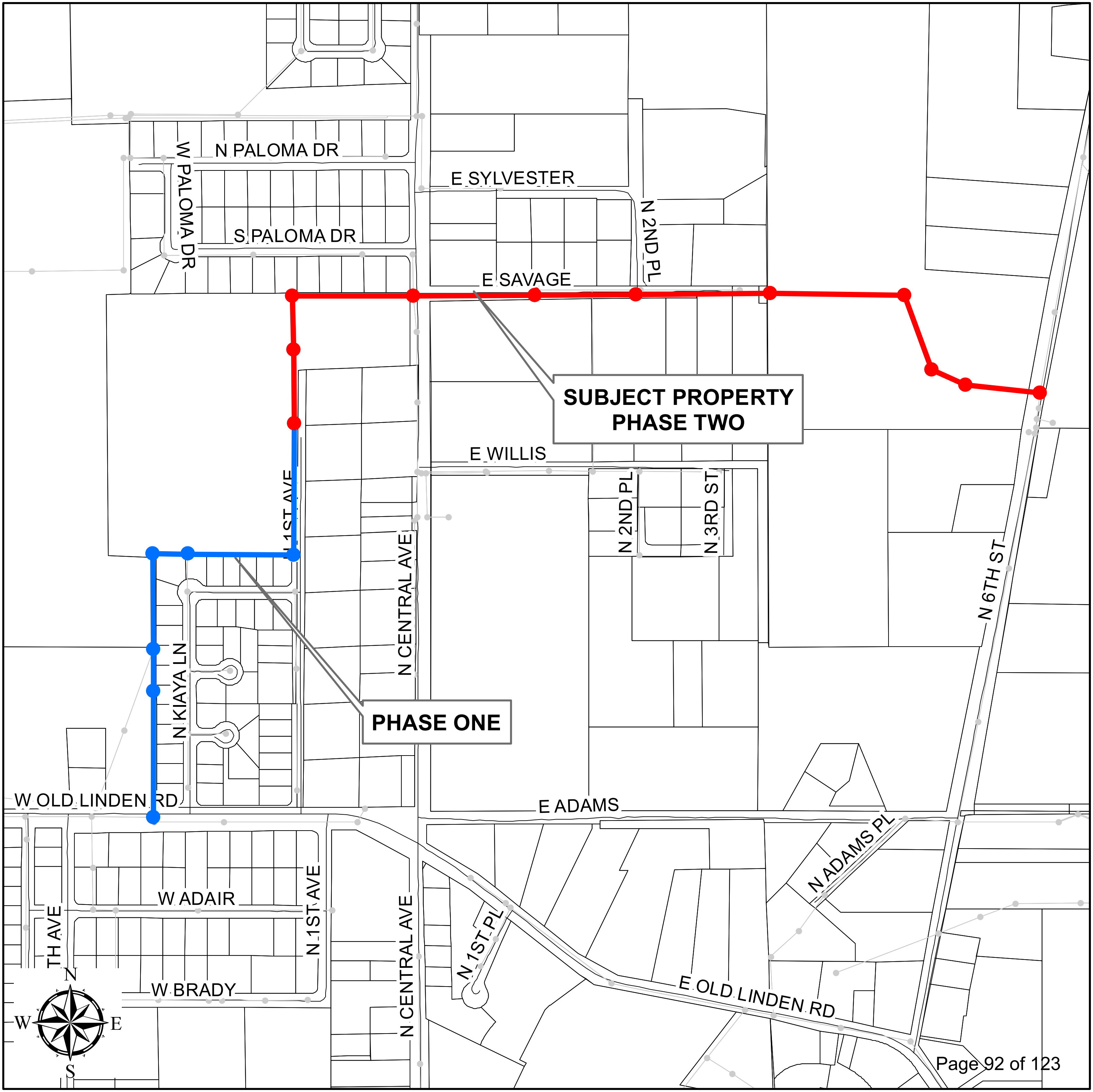

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MTG DATE: 9/5/2023
ITEM: 8.B

# City of Show Low
## STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Award of Purchase for Decorative Street Lighting For East Huning and East Hall. (Shane Hemesath)

## RECOMMENDATION

I **MOVE** to award the purchase of decorative street lighting for East Huning and East Hall under Sourcewell Cooperative purchasing agreement Contract #091422-WES in an amount not to exceed $81,338.88.

## BACKGROUND

The Fiscal Year 2024 budget includes $60,000.00 to purchase decorative street lights for East Huning in downtown Show Low. The streetscape project was completed last year, and the conduit and pole bases have been installed. East Huning will receive ten decorative street lights to match the other improved areas of downtown Show Low.

The City recently completed the sidewalk and streetscape improvements to the intersection of East Hall and 11th Street. The bridge replacement and sidewalk improvements also included the installation of the conduit and pole bases required for decorative street lighting. This area will receive four additional decorative streetlights. To reduce redundant shipping and procurement costs, these four lights have been added to the East Huning street light purchase, resulting in 14 decorative street lights.

This equipment will be purchased under Sourcewell Cooperative purchasing agreement Contract #091422-WES from Wesco for $81,338.88. The Streets General Improvements line item in the budget will cover the overage.

## ATTACHMENTS

1. Sternberg-Streetscape Quote

## FISCAL IMPACT

Funding source (account no.): $58,099.20 - Huning Pedestrian Lights (12-500-495-7310-2424/5002424); $23,239.68 - E Hall & 11th Street Lights (12-500-495-7310-2471/5002471)

| Description | Account | Approved Budget | Transfer | Amended Budget |
|---|---|---|---|---|
| Street Improvements | 12-500-495-7310-0000 | $350,000 | (23,250) | $326,750 |
| E Hall & 11th Street Lights | 12-500-495-7310-2471(5002471) | $0.00 | 23,250 | $23,250 |
| Total | | $350,000 | | $350,000 |

WESCO Distribution

3425 E. VAN BUREN, SUITE 140
PHOENIX, ARIZONA 85008
PHONE: 602-296-1782

# QUOTATION



THIS PROPOSAL HAS BEEN MADE BASED ON INFORMATION WE HAVE AVAILABLE, WE ARE NOT LIABLE FOR ANY QUANTITIES OR MATERIAL NOT IDENTIFIED IN OUR PROPOSAL

JOB NAME Sternberg-Streetscape
LOCATION Show Low, AZ
DATE 8/10/2023
CUSTOMER City of Show Low/attn: Rick Austin

| ITEM NUMBER | QUANTITY | | | EXTENDED PRICE |
|---|---|---|---|---|
| **1** | 14 | Sternberg fixture #SSP10894-1A-1220-INCAND-120-MED-RO3-WA/HCT/CM | LOT PRICE | **$74,760.00** |
| | | To match C54681-6 (4/30/2021). Updated part number. | | |
| **2** | 14 | Sternberg SSP10894: Y1520=HCT Arm modified to include hardware to mount to 5" steel pole | INCLUDED | |
| **3** | 14 | Sternberg arm to mount to 5" SQ, 11GA steel pole. | INCLUDED | |
| | | Includes connective hardware as previously supplied. | | |
| **4** | 1 | Adder for custom color set up. RAL #8002. | INCLUDED | |
| **5** | 14 | Cemtec pole #CSB511-16 | INCLUDED | |
| | | 16' x 5" SQ, Straight, steel x .120 anchor base pole. | | |
| | | Includes 14" Square base plate, aluminum base cover, hand hole, single side drill, top cap, HDG, | | |
| | | powder coat to match RAL-8002. **Less anchor bolts.** | | |
| | | Baseplate to accommodate 3/4" DIA anchor bolts on 12.25" DIA bolt circle. | | |
| **6** | 1 | Freight. | INCLUDED | |
| | | Sternberg: Lead time: 8-10 weeks | | |
| | | Cemtec Poles: 5-6 weeks. | | |
| | | Prices good: 30 days | | |
| | | TAX @ 8.8% | | **$6,578.88** |
| | | **REF: SOURCEWELL CONTRACT #091422-WES** | | |
| | | | TOTAL | **$81,338.88** |

***THIS QUOTE IS BASED ON THE BILL OF MATERIAL AND QUANTITIES LISTED ONLY, AND IS NULL AND VOID UNTIL THE BILL OF MATERIAL AND QUANTITIES HAVE BEEN VERIFIED BY THE CONTRACTOR!***

THIS QUOTATION SHALL NOT BE BINDING ON BROWN WHOLESALE ELECTRIC CO. UNTIL INCORPORATED IN A SIGHED PO APPROVED BY CREDIT DEPT.

PRICES ARE FIRM 15 DAYS
PRICE DOES NOT INCLUDE SALES TAX

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS & CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE & ANY RESULTING PURCHASE ORDER WILL BE GOVERENED BY WESCO'S TERMS & CONDITIONS DATED 011107 AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF AS SUCH TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF.
PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

**PARTIAL SHIPMENTS WILL BE SUBJECT TO MANUFACTURERS TERMS. LOT PRICE QUOTATIONS BASED ON BILL OF MATERIAL AND QUANTITIES SHOWN.**

*Laura Sundberg*
WESCO Distribution

MTG DATE: 9/5/2023
ITEM: 8.C

**City of Show Low**
**STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Resolution No. R2023-19 Approving and Authorizing Intergovernmental Agreement with Arizona Department of Transportation for East Woolford Road Reconstruction Project. (Shane Hemesath)

## RECOMMENDATION

I **MOVE** to adopt Resolution No. R2023-19 approving the Intergovernmental Agreement with the Arizona Department of Transportation for the Woolford Road Reconstruction Project and authorizing the Mayor to sign said agreement.

## BACKGROUND

The City of Show Low requested and received $1,269,000.00 in Fiscal Year 2023 Allocation of Highway Infrastructure Programs (HIP) Congressional Direct Spending Projects funding. The scope of the project is to reconstruct Woolford Road from East Whipple Road to State Route 260. The existing asphalt section will be removed and a stronger asphalt section will be installed between the existing curbs.

This funding is federal funding and will be administered by the Arizona Department of Transportation for the duration of the project. The current pre-design construction estimate for the reconstruction project is approximately 1.9 million dollars. The City is responsible for any project costs over the federal funding award of $1,269,000.00. Our financial match for this funding is 5.7% or $76,705.00 plus the additional funding required to complete construction, resulting in a total match of approximately $650,000.00. The City's Fiscal Year 2024 budget includes our anticipated match for the project.

This resolution approves authorizing the Intergovernmental Agreement with the Arizona Department of Transportation for the Woolford Road Reconstruction Project and authorizing the Mayor to sign said agreement.

## ATTACHMENTS

1. Resolution R2023-19
2. Agreement (Draft)
3. Exhibit B-Allocation Memorandum dated 03/21/23
4. Woolford Road Aerial Map
5. Woolford Road Subject Map

## FISCAL IMPACT

Anticipated cost: $650,000.00
Funding source (account no.): Woolford Reconstruction (12-500-495-7310-2420)

**CITY OF SHOW LOW RESOLUTION NO. R2023-19**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHOW LOW AND THE STATE OF ARIZONA BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION OF WOOLFORD ROAD.**

***RECITALS:***

**WHEREAS,** the State of Arizona, by and through the Department of Transportation, is empowered by A.R.S. §28-401 to enter into this agreement with the City of Show Low; and

**WHEREAS,** the City of Show Low is empowered by A.R.S. §48-572 to enter into this agreement with the State of Arizona; and

**WHEREAS,** the State and the City mutually desire to cooperate in reconstructing Woolford Road, from East Whipple Street to SR-260, approximately 1.25 miles (the “Project); and

**WHEREAS**, the Project’s estimated cost is $1,917,663.00. The City has received $1,269,000.00 through the Fiscal Year 2023 Allocation of Highway Infrastructure Programs Congressional Directed Spending Projects and is responsible for any project costs over the federal funding award; and

**WHEREAS**, the City of Show Low will administer the design at their own cost, and the State will advertise, bid, award, and administer the construction phase; and

**WHEREAS**, the City desires to receive the aforementioned funding to reconstruct Woolford Road and is willing to comply with all terms and considerations set forth in the Intergovernmental Agreement.

***ENACTMENTS:***

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the City of Show Low, Arizona, approve an Intergovernmental Agreement between the City of Show Low and the State of Arizona, by and through the Department of Transportation, for the reconstruction of Woolford Road.

**BE IT FURTHER RESOLVED** that the Mayor is authorized to sign said Intergovernmental Agreement.

**PASSED AND ADOPTED** this 5th day of September 2023, 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

ADOT CAR No.: IGA 23-0009307-I
AG Contract No.: P0012023001379
Project Location/Name: Woolford Rd; Whipple - SR260
Type of Work: System Wide Resurfacing
Federal-aid No.: SLW-0(206)T
ADOT Project No.: T0463 01D 01C
TIP/STIP No.: ERMK22-022
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SHOW LOW

**THIS AGREEMENT** ("Agreement") is entered into this date ______________________________, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SHOW LOW, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

## I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The work proposed under this Agreement consists of reconstructing Woolford Road, from Whipple to SR-260, approximately 1.25 miles, (the "Project"). The Local Agency has received funding through the Fiscal Year (FY) 2023 Allocation of Highway Infrastructure Programs (HIP) Congressional Directed Spending Projects (Earmarks). The Project cost, shown in Exhibit A, is estimated at $1,917,663.00, which includes federal aid and the Local Agency's contribution. The Local Agency will administer the design at their own cost, and the State will advertise, bid and award, and administer the construction phase of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency

for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

**In consideration of the mutual terms expressed herein, the Parties agree as follows:**

---

## II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

   b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.

   c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the FHWA. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

   d. The Project will be completed in accordance with the memorandum date March 21, 2023, shown in Exhibit B, attached and made part of this Agreement.

   e. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work on the Project, invoice the Local Agency for the initial Project Development Administration (PDA) costs, estimated at $30,000.00. If PDA costs exceed the estimate during the review of design, notify the Local Agency, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.

c. After receipt of the PDA costs, review design plans, specifications, costs estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents requested by FHWA to qualify projects for and to receive federal funds; provide design review comments to the Local Agency as appropriate.

d. After review of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project constructions costs, estimated at $618,663.00. After the Project costs for construction are finalized, the State will either invoice of reimburse the Local Agency for the difference between the estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

e. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overages.

f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.

g. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.

h. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

i. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

a. Designate the State as the Local Agency's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, pay the PDA costs, estimated at $30,000.00. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA costs of the Project.

c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.

d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.

e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at $618,663.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

h. As applicable, the Local Agency shall certify that it has has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201) Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior right location for those utilities with prior rights.

l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.

n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

## III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the “State”) from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency’s obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State’s ownership or possession of land. The Local Agency’s obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State’s contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the “Act”). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Show Low
Attn: Shane Hemesath, PE
180 N. 9th St
Show Low, AZ 85901
Shemesath@showlowaz.gov
928.532.4090

**For Project Administration:**

| | |
|---|---|
| Arizona Department of Transportation | City of Show Low |
| Project Management Group | Attn: Shane Hemesath, PE |
| 205 S. 17th Avenue, Mail Drop 614E | 180 N. 9th St |
| Phoenix, AZ 85007 | Show Low, AZ 85901 |
| PMG@azdot.gov | Shemesath@showlowaz.gov |
| | 928.532.4090 |

**For Financial Administration:**

| | |
|---|---|
| Arizona Department of Transportation | City of Show Low |
| Project Management Group | Attn: Shane Hemesath, PE |
| 205 S. 17th Avenue, Mail Drop 614E | 180 N. 9th St |
| Phoenix, AZ 85007 | Show Low, AZ 85901 |
| PMG@azdot.gov | Shemesath@showlowaz.gov |
| | 928.532.4090 |

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**CITY OF SHOW LOW**

By ______________________________________Date__________

**JOHN LEECH**
Mayor

ATTEST:

By ______________________________________Date__________

**RACHAEL HALL**
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Show Low, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By ______________________________________Date__________

City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By ____________________________________________Date________________

**STEVE BOSCHEN, PE**
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012023001379 (ADOT IGA 23-0009307-I), an Agreement between public agencies, the State of Arizona and the City of Show Low, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By ____________________________________________Date________________

Assistant Attorney General

**EXHIBIT A**

**Cost Estimate**

**T0463 01D 01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost, non-federal-aid:**

| | |
|---|---|
| Local Agency's costs @ 100% | $30,000.00 |

**Construction:***

| | |
|---|---|
| Federal Earmark @ 94.3% | $ 1,269,000.00 |
| Local Agency's match @ 5.7% | 76,705.00 |
| Local Agency's contribution @ 100% | 541,958.00 |
| **Subtotal – Construction** | **$ 1,887,663.00** |
| **Estimated TOTAL Project Cost** | **$ 1,917,663.00** |
| **Total Estimated Local Agency Funds** | **$ 648,663.00** |
| **Total Federal Earmark** | **$ 1,269,000.00** |

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

U.S. Department of Transportation
**Federal Highway Administration**

# Memorandum

Subject: **ACTION:** Allocation of Highway Infrastructure Programs Projects designated in Division L of the Consolidated Appropriations Act, 2023 [CFDA No. 20.205]

Date: March 21, 2023

In Reply Refer to: HISM-40

From: Peter J. Stephanos
Director, Office of Stewardship, Oversight, and Management

To: Brian R. Bezio
Chief Financial Officer

Division Administrators

The Consolidated Appropriations Act, 2023 (Public Law 117-328) appropriates a total of $3,417,811,613 for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for fiscal year (FY) 2023. Of such amount, $1,862,811,613 is set aside for "Community Project Funding / Congressionally Directed Spending." The project descriptions for the 562 projects can be found in the "Community Project Funding / Congressionally Directed Spending" table in the Joint Explanatory Statement incorporated by reference in Division L of the Consolidated Appropriations Act, 2023, and are also included in the attachment to this memo. With this memorandum, FHWA is allocating $1,851,971,613 for 557 projects to State departments of transportation (DOTs). The Office of Federal Lands Highway (FLH) will distribute funding for five tribal community projects totaling $10,840,000. These funds are in addition to any other funds, including contract authority, provided in FY 2023. This funding is not subject to any obligation limitation that applies to Federal-aid contract authority.

With this memorandum, we are requesting the Budget Execution Team in the Office of Budget to allocate in the Fiscal Management Information System (FMIS) **$1,851,971,613** for **557** projects to the States, as indicated in the attachment to this memorandum (**FMIS program code Y926; DELPHI fund value 1530569B50**.)

These funds remain available for obligation through September 30, 2026. Any such amounts not obligated on or before September 30, 2026, shall expire. Once the period for obligation has expired, these funds will only remain available for adjusting and liquidating obligations as authorized in accordance with title 31, United States Code (U.S.C.), section 1553. Obligated earmark balances are available for expenses properly charged to the account and incurred until September 30, 2031. After that date, any unexpended balances shall be cancelled in accordance with 31 U.S.C. 1552 and shall no longer be available for obligation or expenditure.

Demo IDs have been assigned for each project to properly track these funds to ensure that they are only obligated and expended for the specific project for which they were designated. Each project has been assigned a unique Demo ID that links the funding to the specific project description as listed in the Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2023. Since the project description defines the scope of work on which the funds may be legally expended, the funding for the project can only be utilized for the activities within the scope and physical limits of the project as defined by the project description. The Demo IDs under which these funds are being distributed are also included in the attachment to this memorandum.

Except as otherwise provided, these funds are to be administered as if apportioned under chapter 1 of title 23, U.S.C.[1] Therefore, these projects are to be administered as title 23 projects in accordance with the applicable statutory and regulatory provisions contained in title 23, U.S.C. and Code of Federal Regulations (CFR), as well as other applicable Federal requirements, such as the National Environmental Policy Act (42 U.S.C. 4321, et seq.) and the Disadvantaged Business Enterprise Program. The State, through its DOT in accordance with 23 U.S.C. 302, is the direct recipient of funds allocated by this memorandum and is responsible for administration of these funds. If the State DOT acts as a pass-through entity of Federal assistance, the State DOT maintains the passthrough responsibilities specified in 2 CFR 200.332 and 23 U.S.C. 106(g)(4).

The maximum Federal share for these State projects is governed by 23 U.S.C. 120, as amended. It is generally 80 percent (See 23 U.S.C. 120(b)). The maximum Federal share for projects on the Interstate System is 90 percent unless the project adds lanes that are not high-occupancy-vehicle or auxiliary lanes (See 23 U.S.C. 120(a)). For projects that add single occupancy vehicle capacity, that portion of the project will revert to the 80 percent level. An upward sliding scale adjustment is available to States having public lands (Sliding Scale Rates In Public Land States). States may use a lower Federal share on Federal-aid projects as provided in 23 U.S.C. 120(h). These funds may not be used as the non-Federal match for other Federal programs unless there is specific statutory authority (2 CFR 200.306(b)(5)). The Consolidated Appropriations Act, 2023, does not provide authority for use of these funds as a non-Federal match for other Federal programs, including Federal-aid programs under title 23, U.S.C.

Generally, Project Agreements should not be modified to replace one Federal fund category with another unless specifically authorized by statute (23 CFR 630.110(a)). For additional information on earmarked funds, see Q&As on Obligation of Earmarked Funds for Federal-Aid Projects.

[1] Tribal projects funded from these amounts are to be administered as if allocated under chapter 2 of title 23, U.S.C.

Earmarked funds shall not participate in costs incurred prior to the date of project agreement (23 CFR 630.106(b)).

By copy of this memorandum, we request that the Budget Execution Team (HCFB-12) in the Office of Budget:

1) enter the Demo IDs identified in the attached table, and
2) process these allocations.

If there are any questions, please contact Tony DeSimone at 317-226-5307 or by email at Anthony.DeSimone@dot.gov.

Attachment

**Consolidated Appropriations Act, 2023**
**(Public Law 117-328) Division L, Title I, Highway Infrastructure Programs**

| State | Demo ID | Project Description in Explanatory Statement Accompanying Pub. L. No. 117-328 | Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-328 | Amount available under P.L. 117-328 | | Allocation of Y926 Funds This Memorandum | | Obligation Authority This Memorandum DELPHI Code 1530569B50.2023.050Y926500 | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Project | State Total | Project | State Total | Project | State Total |
| AK | AK178 | Seldovia Road Resurfacing Project | 22,000 | 22,000 | | 22,000 | | 22,000 | |
| AK | AK179 | Juneau North Douglas Crossing Project | 7,000,000 | 7,000,000 | | 7,000,000 | | 7,000,000 | |
| **Alaska** | | | | | **7,022,000** | | **7,022,000** | | **7,022,000** |
| AL | AL210 | Woolsey Finnell Bridge | 100,000,000 | 100,000,000 | | 100,000,000 | | 100,000,000 | |
| AL | AL211 | Lighting Interstate 65 Interchange 305 at County Road 222 | 876,000 | 876,000 | | 876,000 | | 876,000 | |
| AL | AL212 | I–10 Improvements to the Causeway | 3,500,000 | 3,500,000 | | 3,500,000 | | 3,500,000 | |
| AL | AL213 | Traffic Signal for the City of Creola | 1,500,000 | 1,500,000 | | 1,500,000 | | 1,500,000 | |
| AL | AL214 | Road Improvements for the City of Silverhill | 450,000 | 450,000 | | 450,000 | | 450,000 | |
| AL | AL215 | Road Improvements for the City of Elberta | 387,000 | 387,000 | | 387,000 | | 387,000 | |
| AL | AL216 | Road Improvements for the City of Summerdale | 390,000 | 390,000 | | 390,000 | | 390,000 | |
| AL | AL217 | Pedestrian Walkway | 1,928,000 | 1,928,000 | | 1,928,000 | | 1,928,000 | |
| AL | AL218 | I–85 Signage, Traffic Monitoring Equipment | 1,000,000 | 1,000,000 | | 1,000,000 | | 1,000,000 | |
| AL | AL219 | Calhoun County Highway 109 Improvements | 4,000,000 | 4,000,000 | | 4,000,000 | | 4,000,000 | |
| **Alabama** | | | | | **114,031,000** | | **114,031,000** | | **114,031,000** |
| AR | AR151 | Highway 60 Resilience Improvements | 6,414,000 | 6,414,000 | | 6,414,000 | | 6,414,000 | |
| AR | AR152 | U.S. Highway 270 Widening | 6,414,000 | 6,414,000 | | 6,414,000 | | 6,414,000 | |
| AR | AR153 | Future I–57 Corridor | 6,415,000 | 6,415,000 | | 6,415,000 | | 6,415,000 | |
| AR | AR154 | Highway 412 Corridor Improvements | 6,414,000 | 6,414,000 | | 6,414,000 | | 6,414,000 | |
| AR | AR155 | Ouachita River—Fleetwood Drive Widening | 5,000,000 | 5,000,000 | | 5,000,000 | | 5,000,000 | |
| AR | AR156 | Construction of Future I–49 from Fort Smith, Arkansas, to Alma, Arkansas | 5,000,000 | 5,000,000 | | 5,000,000 | | 5,000,000 | |
| AR | AR157 | Northwest Arkansas National Airport Access Road | 7,000,000 | 7,000,000 | | 7,000,000 | | 7,000,000 | |
| **Arkansas** | | | | | **42,657,000** | | **42,657,000** | | **42,657,000** |
| AZ | AZ084 | Cornville Road and Tissaw Road Roundabout Intersection Improvements | 2,533,000 | 2,533,000 | | 2,533,000 | | 2,533,000 | |
| AZ | AZ085 | San Luis Cesar Chavez Boulevard Design | 1,200,000 | 1,200,000 | | 1,200,000 | | 1,200,000 | |
| AZ | AZ086 | Soap Box Canyon Bridge Replacement | 288,000 | 288,000 | | 288,000 | | 288,000 | |
| AZ | AZ087 | State Route 89A Design Concept Report and Environmental Overview | 480,000 | 480,000 | | 480,000 | | 480,000 | |
| AZ | AZ088 | Centennial Boulevard and Pinal Avenue (State Route 387) Intersection and Traffic Signal Improvements | 938,000 | 938,000 | | 938,000 | | 938,000 | |
| AZ | AZ089 | City of Show Low—Woolford Road Reconstruction | 1,269,000 | 1,269,000 | | 1,269,000 | | 1,269,000 | |
| AZ | AZ090 | Payson Wildfire Evacuation Route | 300,000 | 300,000 | | 300,000 | | 300,000 | |
| AZ | AZ091 | Cochise County—Davis Road Rehabilitation | 2,893,000 | 2,893,000 | | 2,893,000 | | 2,893,000 | |
| AZ | AZ092 | Tolleson Pedestrian Bridge System | 3,500,000 | 3,500,000 | | 3,500,000 | | 3,500,000 | |
| AZ | AZ093 | Mary Ann Cleveland Way Shared Use Path | 1,029,897 | 1,029,897 | | 1,029,897 | | 1,029,897 | |
| AZ | AZ094 | Chino Road Expansion Phase 2 | 3,000,000 | 3,000,000 | | 3,000,000 | | 3,000,000 | |
| AZ | AZ095 | Western Hills Neighborhood Revitalization | 2,483,000 | 2,483,000 | | 2,483,000 | | 2,483,000 | |
| AZ | AZ096 | City of Bisbee Shared-use Path | 4,000,000 | 4,000,000 | | 4,000,000 | | 4,000,000 | |
| *AZ* | *AZ097* | *Gila River Indian Community Traffic Signal at State Route 87 & Skousen Road *See Note 1* | *1,000,000* | *1,000,000* | | *0* | | *0* | |
| AZ | AZ098 | Thornton Road Widening—Phase 3 | 3,000,000 | 3,000,000 | | 3,000,000 | | 3,000,000 | |
| AZ | AZ099 | Maricopa—Union Pacific Railroad Pedestrian Bridge/Crossing | 2,700,000 | 2,700,000 | | 2,700,000 | | 2,700,000 | |
| AZ | AZ100 | College Avenue/University Drive Underpass | 850,000 | 850,000 | | 850,000 | | 850,000 | |
| **Arizona** | | | | | **31,463,897** | | **30,463,897** | | **30,463,897** |


SUBJECT PROPERTY
W WHIPPLE
E WHIPPLE
S CENTRAL AVE
S 1ST ST
S 1ST PL
S 2ND ST
S TIMBER RIDGE LP
S 8TH ST
E REIDHEAD
E STRATTON
S BUSHMAN
S CAMPBELL LN
S REYNOLDS LN
S JOGIN LN
S HUNTERS RUN
S 11TH ST
E SUMMERBERRY DR
E HUCKLEBERRY LN
S FOX HU
E CREEKWOOD LN
S BRISTLECONE DR
E SPRING FOREST WY
S TWIN PEAK TR
S PLEASANT VIEW
E WOOLFORD RD
S WHITE MOUNTAIN
E PINE OAKS DR
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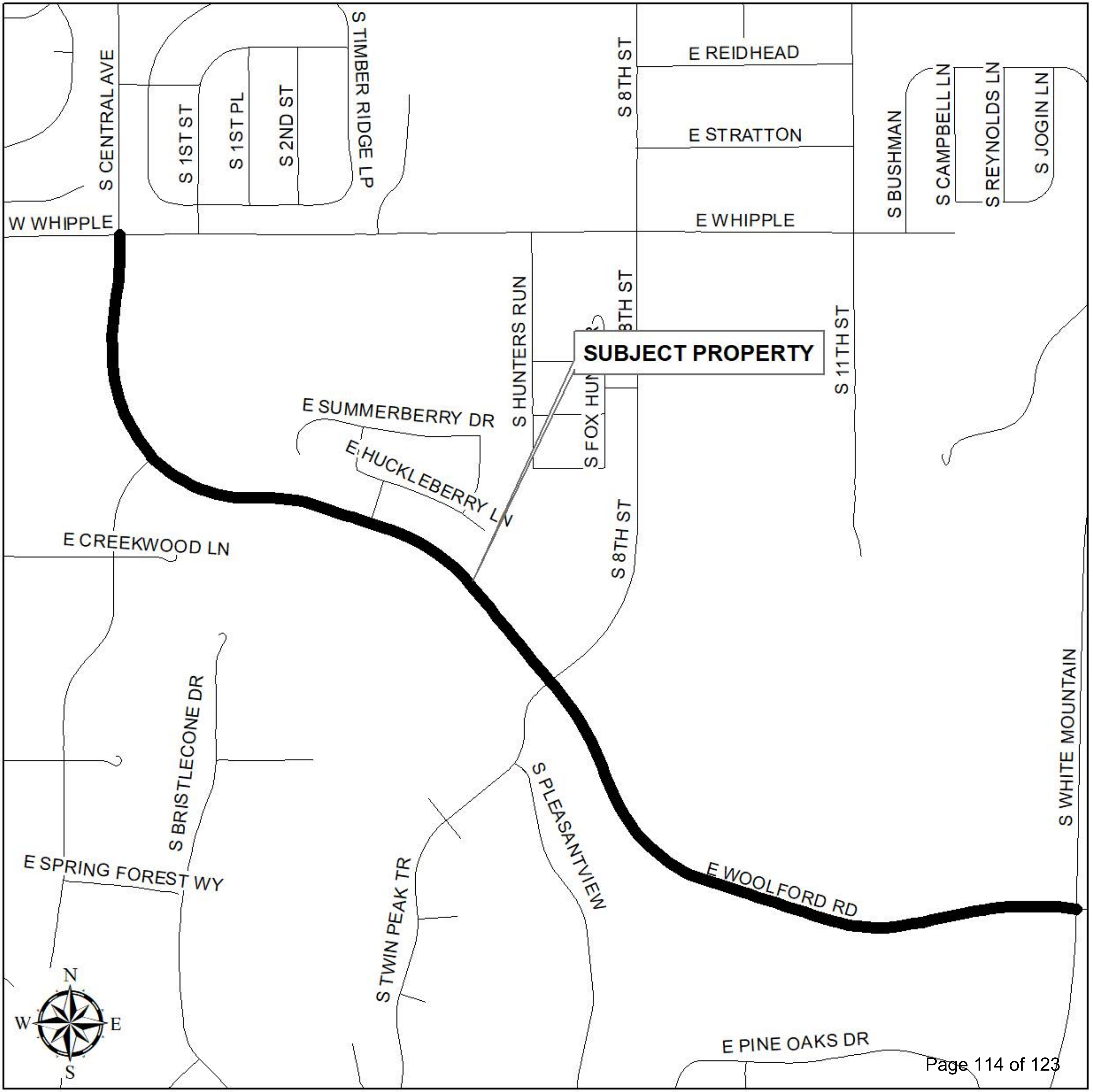
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S CAMPBELL LN
S REYNOLDS LN
S JOGIN LN
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S HUNTERS RUN
8TH ST
S 11TH ST
SUBJECT PROPERTY
E SUMMERBERRY DR
S FOX HUN
E HUCKLEBERRY LN
E CREEKWOOD LN
S 8TH ST
S BRISTLECONE DR
S PLEASANTVIEW
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MTG DATE: 9/5/2023
ITEM: 8.D

**City of Show Low**
**STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Ordinance No. 2023-05 Extending and Increasing Corporate Limits of City of Show Low, Navajo County, State of Arizona by Annexing Thereto Certain Territory Contiguous to Existing City Limits of City of Show Low, Arizona – #P-1523. (Anna Atencio)

## RECOMMENDATION

By unanimous consent, read Ordinance No. 2023-05 by title only, as all Council members have a copy.

I **MOVE** to adopt Ordinance No. 2023-05.

## BACKGROUND

On July 18, 2023, the City Council was presented with a request to annex property, approximately .37 of an acre, near Show Low Lake into the City of Show Low, described as a portion of A.P. Nos 212-11-002 and 212-11-003A. At the Council meeting, staff was directed to file a blank petition with Navajo County. The blank petition was filed on July 19, 2023. As required by state statute, a public hearing was held on August 15, 2023.

After the public hearing and the 30 day waiting period expired, signatures were obtained, and the signed annexation petition was recorded with Navajo County. The next step in the annexation process is for City Council to adopt an ordinance approving the annexation.

The ordinance incorporates the "Policy of the City of Show Low for Providing Newly Annexed Land with Infrastructure and Services" adopted by the City of Show Low pursuant to Resolution No. 878. The proposed property for annexation is needed for the construction of a road in the proposed development of Lakeshore Village. The owner of the annexed property will be responsible for all aspects of the construction of the road as set forth in the aforementioned policy.

Reading and adoption of Ordinance 2023-05 is scheduled for tonight's meeting, and the ordinance would be effective in 30 days.

## ATTACHMENTS

1. Ordinance No. 2023-05
2. Annex Subject Map
3. Annex Aerial Map

## FISCAL IMPACT

None.

# CITY OF SHOW LOW ORDINANCE NO 2023-05

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF SHOW LOW, NAVAJO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF SHOW LOW, ARIZONA**

**RECITALS:**

**WHEREAS**, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the City of Show Low, Arizona, signed by the owners of more than one-half in value of real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Show Low, in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property which said property is contiguous to the City of Show Low, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Show Low, and to extend and increase the corporate limits of the City of Show Low so as to embrace the same; and

**WHEREAS**, the Mayor and Council of the City of Show Low, Arizona, are desirous of complying with said petition and extending and increasing the corporate limits of the City of Show Low to include said territory; and

**WHEREAS**, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Show Low, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

**WHEREAS**, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and

**WHEREAS**, the provisions of Section 9-471, Arizona Revised Statutes, and Amendments thereto, have been fully observed; and

**WHEREAS**, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Show Low, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the county recorder.

**ENACTMENTS:**

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

**Section 1**

**THAT** the following described territory be, and the same hereby is, annexed to the City of Show Low, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City limits, to wit:

See Exhibit A (subject property map) and Exhibit B (legal description) attached hereto and made a part hereof by this reference.

**Section 2**

**THAT** the said property described in Exhibit B is presently zoned by Navajo County as R-2, which is tantamount to the R2-7 zone in the City of Show Low. Accordingly, upon adoption of this annexation ordinance, the property described in Exhibit B shall be deemed to be zoned R2-7 by the City of Show Low.

**Section 3**

**THAT** the "Policy of the City of Show Low for Providing Newly Annexed Land with Infrastructure and Services," adopted by the City of Show Low pursuant to Resolution No. 878, is hereby incorporated by reference.

**Section 4**

**THAT** a copy of this ordinance, together with an accurate map of the territory hereby annexed to the City of Show Low, certified by the Mayor of said City, be forthwith filed and recorded in the office of the County Recorder of Navajo County, Arizona.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Show Low, Arizona, this 5th day of September, 2023.

________________________________________

John Leech, Jr., Mayor

ATTEST:

_________________________________
Rachel Hall, City Clerk

APPROVED AS TO FORM:

_________________________________
Anna M. Atencio, City Attorney

**CERTIFICATION OF MAP**

I, John Leech, Jr., Mayor of the City of Show Low, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by Ordinance No. 2023-05, annexing the territory described in Ordinance No. 2023-05 and as shown on said map as a part of the territory to be included within the corporate limits of the City of Show Low, Arizona.

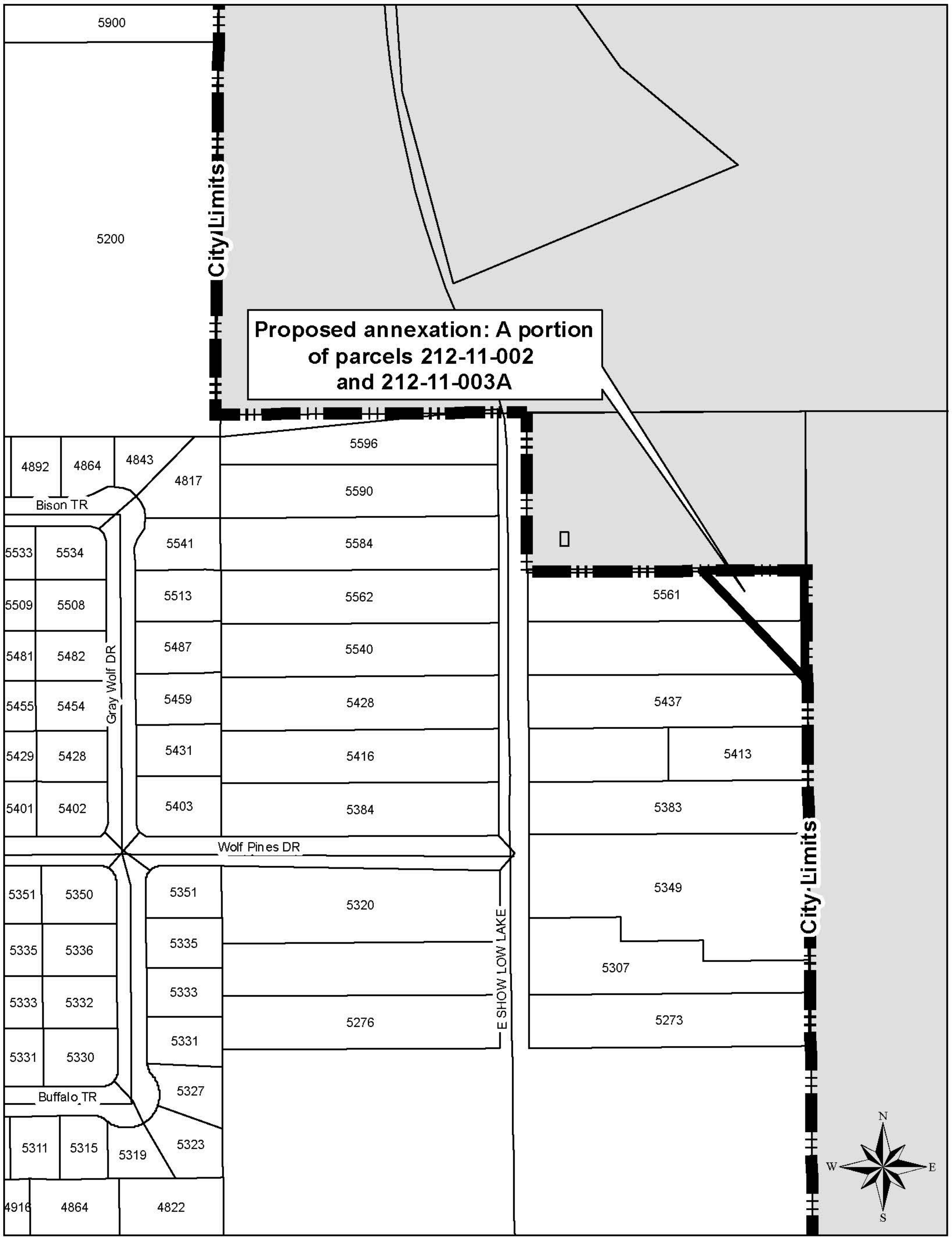
________________________________________
John Leech, Jr., Mayor

ATTEST:

_________________________________
Rachel Hall, City Clerk

# Exhibit A

## SUBJECT PROPERTY MAP



## Exhibit B

## LEGAL DESCRIPTION

LOT 4, APN 212-11-002:

THAT PORTION OF LOT 4, BLOCK 1 OF THE KIEWATT SUBDIVISION AS RECORDED IN BOOK 3, PAGE 26 OF THE NAVAJO COUNTY RECORDER'S OFFICE, A PORTION OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 22 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

> BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, THENCE ALONG THE EAST SIDE OF SAID LOT, SOUTH 00 DEGREES 19 MINUTES 46 SECONDS EAST, A DISTANCE OF 90.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
>
> THENCE ALONG THE SOUTH LINE OF SAID LOT 4, SOUTH 89 DEGREES 33 MINUTES 27 SECONDS WEST, A DISTANCE OF 80.67 FEET;
>
> THENCE NORTH 42 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 120.74 FEET TO THE NORTH LINE OF LOT 4;
>
> THENCE ALONG THE NORTH LINE OF SAID LOT 4, NORTH 89 DEGREES 33 MINUTES 27 SECONDS EAST, A DISTANCE OF 161.34 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.25 ACRES, MORE OR LESS.

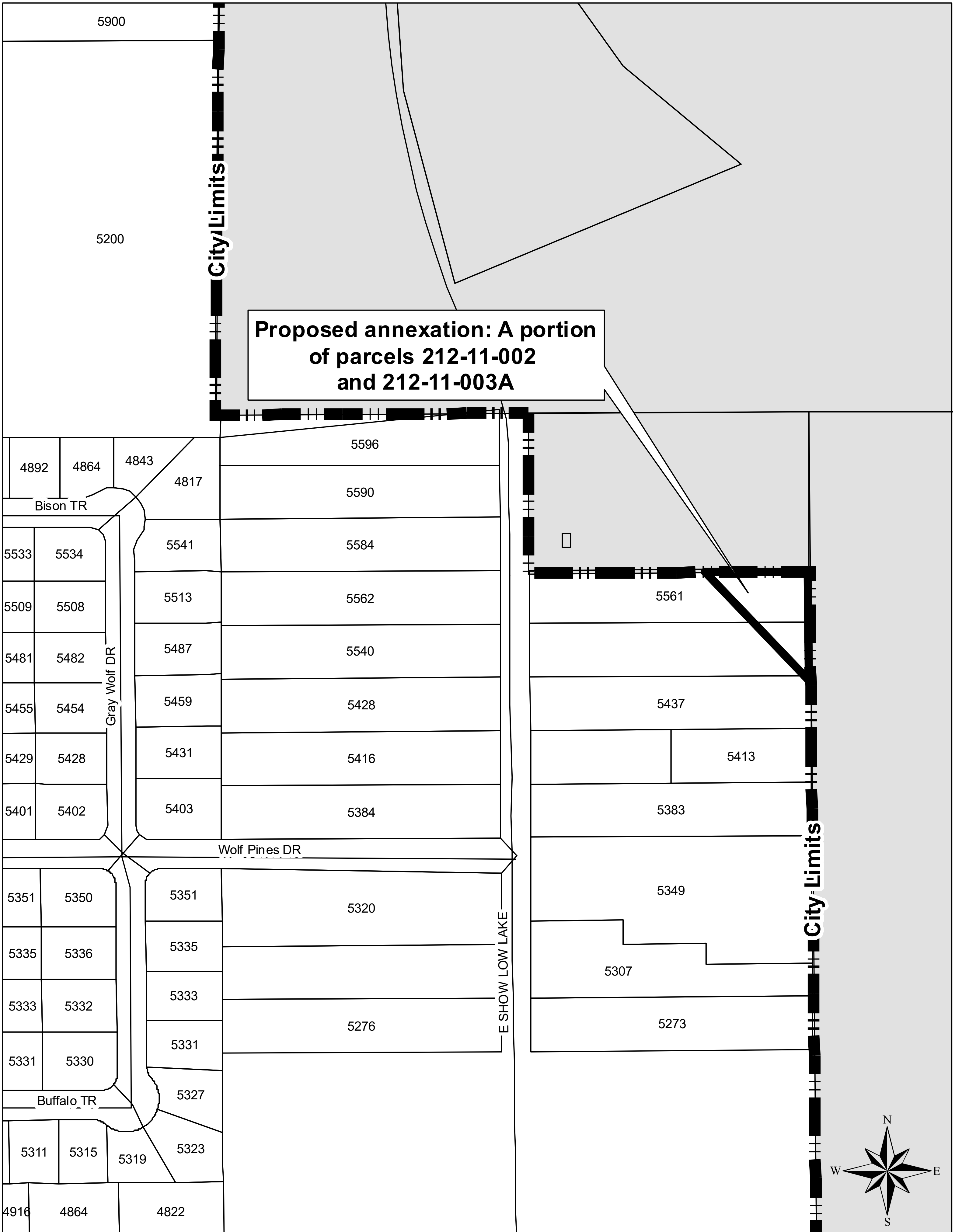
LOT 5, A PORTION OF APN 212-11-003A

THAT PORTION OF LOT 5, BLOCK 1 OF THE KIEWATT SUBDIVISION AS RECORDED IN BOOK 3, PAGE 26 OF THE NAVAJO COUNTY RECORDER'S OFFICE, A PORTION OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 22 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

> BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, THENCE ALONG THE EAST SIDE OF SAID LOT, SOUTH 00 DEGREES 19 MINUTES 46 SECONDS EAST, A DISTANCE OF 90.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5;
>
> THENCE NORTH 42 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 120.74 FEET TO THE NORTH LINE OF LOT 5;

THENCE ALONG THE NORTH LINE OF SAID LOT 5, NORTH 89 DEGREES 33 MINUTES 27 SECONDS EAST, A DISTANCE OF 80.67 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.08 ACRES, MORE OR LESS


Proposed annexation: A portion of parcels 212-11-002 and 212-11-003A
City Limits
City Limits
5900
5200
5596
5590
5584
5562
5540
5428
5416
5384
5320
5276
5561
5437
5413
5383
5349
5307
5273
4892
4864
4843
4817
Bison TR
5533
5534
5541
5509
5508
5513
5481
5482
5487
5455
5454
5459
5429
5428
5431
5401
5402
5403
Gray Wolf DR
Wolf Pines DR
5351
5350
5351
5335
5336
5335
5333
5332
5333
5331
5330
5331
5327
Buffalo TR
5311
5315
5319
5323
4916
4864
4822
E SHOW LOW LAKE
N
W
E
S


SUBJECT PROPERTY
E SHOW LOW LAKE
BISON TR
GRAY WOLF DR
WOLF PINES DR
E SHOW LOW LAKE
N
W
E
S