SHOW LOW CITY COUNCIL
REGULAR MEETING - TUESDAY, SEPTEMBER 2, 2025

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 2, 2025, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

1. Call to Order.

2. Roll Call.

3. Invocation.

4. Pledge of Allegiance.

5. **CALL TO THE PUBLIC**:

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

6. **SPECIAL EVENTS**:

   A. Update on the League of Cities and Town Conference and Video Presentation

7. **CONSENT CALENDAR**:

   A. Proclamation by the Mayor Proclaiming September 10 through 13, 2025 as **NAVAJO COUNTY FAIR WEEK** in the City of Show Low (Rachael Hall)

   B. Proclamation by the Mayor Proclaiming September 2025 as **NATIONAL PREPAREDNESS MONTH** in the City of Show Low (Rachael Hall)

   C. Proclamation by the Mayor Proclaiming September 11, 2025 as **NATIONAL 9/11 PATRIOT DAY, A DAY OF SERVICE AND REMEMBRANCE** in the City of Show Low (Rachael Hall)

   D. Consideration of Acceptance of Grant Funds from U.S. Department of Transportation Federal Highway Administration Office of Safety, and Authorization of Associated Budget Transfers (Shannon Adams)

   E. Consideration of Lease between City of Show Low and Show Low Historical Society (Mike Mariscal)

   F. Consideration of Resolution No. R2025-36 Approving a License Agreement with Arizona Game and Fish Commission (Mike Mariscal)

G. Consideration of Resolution No. R2025-38 Granting Utility Easement at 760 East McNeil to Arizona Public Service (Shane Hemesath)

H. Consideration of Resolution No. R2025-39 Granting Utility Easement at 1480 East Lumberman's Loop to Arizona Public Service (Shane Hemesath)

I. Consideration of Approval of Purchase of Police Department Vehicles (Greg Westover)

J. Consideration of Resolution No. R2025-37 Approving First Amendment to Intergovernmental Agreement with Show Low School District for Distribution of Media Equipment (Anna Atencio)

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

1. Study Session of August 5, 2025
2. Regular Meeting of August 5, 2025

8. **NEW BUSINESS:**

A. Consideration of Approval of Three-Year Service Agreement with Sparklight (Chris Tewalt)

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
09/02/2025	7:00 PM	CITY COUNCIL - REGULAR MEETING
09/09/2025	7:00 PM	P&Z COMMISSION REGULAR MEETING
9/16/2025	5:00 PM	CITY COUNCIL - STUDY SESSION
09/16/2025	7:00 PM	CITY COUNCIL - REGULAR MEETING
9/23/2025	7:00 PM	P&Z COMMISSION REGULAR MEETING

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

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

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

____
Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on August 29, 2025.

Proclamation

City of Show Low
Office of the Mayor and City Council

WHEREAS, the 93rd Annual Navajo County Fair and Rodeo is a cherished tradition that unites our communities in celebration of our shared history, culture, and agricultural heritage; and

WHEREAS, the Navajo County Fair has long been a beacon of community spirit, offering a diverse array of events and activities that highlight the talents and creativity of our residents; and

WHEREAS, the Fair is an important event for fostering education, friendly competition, and community pride, bringing together people from all over Navajo County; and

WHEREAS, this year's Navajo County Fair will be held from September 10 through September 13, in Holbrook, Arizona, featuring exciting rodeo and little buckaroo events, demolition derby, livestock shows and sales, arts and crafts exhibits, carnival, and entertainment for all ages.

NOW, THEREFORE, I, John Leech, Mayor of the City of Show Low, Arizona, do hereby proclaim the week of September 10 through September 13, 2025, as

♣ *NAVAJO COUNTY FAIR WEEK* ♣

in the City of Show Low and encourage all residents and visitors to join in the celebration and support this important community event.

Dated this **2nd** day of September **2025**.

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

Proclamation

City of Show Low
Office of the Mayor and City Council

WHEREAS, Navajo County and the City of Show Low residents have experienced severe weather, floods, wildfires, communication outages, and public health emergencies, which can interrupt lives, damage property and infrastructure, and threaten the safety of all Navajo County residents; and

WHEREAS, Arizona, California, Oregon, and, Utah, and several other states are currently battling multiple fires that are prompting evacuations, causing power outages, and affecting air quality due to heavy smoke. In addition to supporting these firefighting efforts, we encourage personal preparedness for those who may be impacted by wildfire activity; and

WHEREAS, all City of Show Low citizens are encouraged to prepare for disasters by **1)** developing a family communication plan, **2)** building an emergency kit, **3)** learning the hazards of your community, **4)** knowing your way out, developing an evacuation plan; **5)** creating defensive zones around your homes; **6)** Firewise your property; and

WHEREAS, Navajo County citizens are encouraged to sign up for the Ready Navajo County emergency alerting system and follow the three principles of the Ready, Set, Go! Program: be **READY** year-round for any emergency by preparing now for what threatens your community, be **SET** by maintaining awareness of significant danger, and **GO!** evacuate immediately when danger is imminent and life-threatening; and

WHEREAS, the City Council of the City of Show Low would like to officially recognize the hard work and dedication of all those involved in ensuring the safety of our citizens, their property, businesses, and communities, including first responders, volunteers, non-governmental agencies, and, above all, the citizens themselves.

NOW, THEREFORE, I, John Leech, Jr., Mayor, on behalf of the Show Low City Council, do hereby proclaim **September 2025** as

♣ *NATIONAL PREPAREDNESS MONTH* ♣

in the City of Show Low, and encourage all citizens in the community to recognize the importance of preparedness and take action to become prepared for any disaster or emergency.

Dated this **2nd** day of September **2025**.

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

Proclamation

City of Show Low
Office of the Mayor and City Council

WHEREAS, through the twisted steel of the twin towers of the World Trade Center, the scarred walls of the Pentagon, and the smoky wreckage in a field in southwest Pennsylvania, the patriotism and resiliency of the American people shone brightly on September 11, 2001. We stood as one people, united in our common humanity and shared sorrow. We grieved for those who perished and remembered what brought us together as Americans; and

WHEREAS, today, we honor the lives we lost 24 years ago. On a bright September day, innocent men, women, and children boarded planes and set off for work as they had so many times before. Unthinkable acts of terrorism brought tragedy, destruction, pain, and loss for people across our Nation and the world; and

WHEREAS, as we pay tribute to loved ones, friends, fellow citizens, and all who died, we reaffirm our commitment to the ideas and ideals that united Americans in the aftermath of the attacks. We must defend against all threats to our national security. We must also recommit ourselves to our founding principles. September 11 reminds us that our fate as individuals is tied to that of our Nation. Our democracy is strengthened when we uphold the freedoms upon which our Nation was built equality, justice, liberty, and democracy. These values exemplify the patriotism and sacrifice we commemorate today; and

WHEREAS, the City of Show Low recognizes September 11 as Patriot Day, a National Day of Service and Remembrance. Originated by the family members of those who lost loved ones on 9/11, the National Day of Service and Remembrance is an opportunity to salute the heroes of 9/11, recapture the spirit of unity and compassion that inspired our Nation following the attacks, and rededicate ourselves to sustained service within our communities.

NOW, ***THEREFORE***, I, John Leech, Mayor of the City of Show Low, Arizona, do hereby proclaim **September 11, 2025*,*** as

♣NATIONAL 9/11 PATRIOT DAY, A DAY OF SERVICE AND REMEMBRANCE♣

in the City of Show Low and encourage all our citizens, churches, and businesses to join in acts of service and honor the lives we lost, the heroes who responded in our hour of need, and the brave men and women in uniform who continue to protect our country at home and abroad.

Dated this **2nd** day of September **2025**.

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: 9/2/2025
ITEM: 7.D

City of Show Low
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Acceptance of Grant Funds from U.S. Department of Transportation Federal Highway Administration Office of Safety, and Authorization of Associated Budget Transfers (Shannon Adams)

RECOMMENDATION

I **MOVE** to accept grant funds from the U.S. Department of Transportation, Federal Highway Administration Office of Safety, authorize the associated budget transfers, and authorize the Mayor to sign all necessary documents.

BACKGROUND

On October 1, 2024, the U.S. Department of Transportation, Federal Highway Administration Office of Safety awarded Safe Streets and Roads For All grant funds to the City of Show Low in the amount of $200,000.00. The grant awards funds on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation users, personal conveyance users, micromobility users, motorists, and commercial vehicle operators.

The City of Show Low will produce a safety action plan (SAP) that will focus on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance users, micromobility users, and commercial vehicle operators. The purpose of the SAP is to develop tools to strengthen the City's approach to roadway safety and save lives. The action plan will allow the City to pursue additional grant funding in the future for roadway improvements.

This grant has a 20 percent, or $50,000.00, match requirement.

Staff recommends accepting the grant award from the U.S. Department of Transportation, Federal Highway Administration Office of Safety in the amount of $200,000.00, authorizing the associated budget transfers, and authorizing the Mayor to sign all necessary documents.

ATTACHMENTS

1. FY2024 Safe Streets and Roads For All Grant Agreement
2. SS4A FY24 Terms Conditions

FISCAL IMPACT

Anticipated cost: $50,000.00
Funding source (account no.): Unanticipated Grants (22-402-430-8150-0000)

Description	Account	Approved	Transfer	Amended

		Budget		Budget
22-402-430-8150-0000	Unanticipated Grants	8,000,000	(50,000)	7,950,000
12-500-495-7310-2601	Roadway Safety	0	50,000	50,000
Total		8,000,000	0	8,000,000

1. Federal Award No.
693JJ32540408

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Show Low
180 N. 9th Street
Show Low, Arizona 85901

Unique Entity Id.: LK7PLRNTVKT1
TIN No.: 86-6002836

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 36 months

7. Total Amount

Federal Share:	$200,000
Recipient Share:	$50,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$250,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA250225PR

11. Federal Funds Obligated
$200,000

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.4101 0.61006600

14. Description of the Project

The City of Show Low will produce a safety action plan that will focus on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance, micromobility users and commercial vehicle operators. The purpose of the SAP is to develop the tools to strengthen the city's approach to roadway safety and save lives.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: John Leech, Jr.
Title: Mayor, City of Show Low

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Ryan Buck
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Show Low (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Show Low Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Show Low Safety Action Plan

Application Date: June 17, 2024

2.2 Award Amount.

SS4A Grant Amount: $200,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase.

The City of Show Low seeks to improve roadway safety by significantly reducing roadway fatalities and serious injuries through a safety action plan. The safety action plan will focus on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance, micromobility users and commercial vehicle operators. The purpose of the SAP is to develop the tools to strengthen the city's approach to roadway safety and save lives.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	June 30, 2028
Planned SS4A Final Report Date:	August 30, 2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$200,000
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$50,000
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$250,000

(b) Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Shannon Adams
Grants Coordinator
City of Show Low
180 N 9th Street
Show Low, AZ 85901
928-532-4028
sadams@showlowaz.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Shane Hemesath	City Engineer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator - Arizona
Agreement Officer's Representative (AOR)
4000 N. Central Ave. Suite 1500
Phoenix, AZ 85012
602-379-3646
Arizona.fhwa@dot.gov

and

Glen Robison

Arizona Division Office Lead Point of Contact
Safety Specialist
4000 N. Central Ave. Suite 1500
Phoenix, AZ 85012
602-382-8961
Glen.robison@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Show Low, Navajo County, State of Arizona

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		Section 3.3	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

All work for this Project will be conducted consistent with the recipient's hiring, employment, and procurement standards and thus support good-paying jobs. The Project will allow for free and fair choice to join a union, consistent with applicable law.

CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT PROGRAM: FHWA PROJECTS INCLUDING TITLE 23 FUNDS

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025

Table of Contents

Index of Definitions

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "IIJA") established the Safe Streets and Roads for All (the "SS4A") Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7
PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9
RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 0 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is "Single," then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is "Multiple," (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if, not later than the statutory lapse date identified in the project-specific agreement as applicable to the Grant Program.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

> (1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and
>
> (2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):

(1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3(a).

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12
GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Performance Progress Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

13.3 Final Performance Progress Reports and Financial Status. No later than 120 days after the end of the period of performance, the Recipient shall submit:

(1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and

(2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14
PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

(1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each

performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report.

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

(1) the costs of each eligible project and strategy carried out using the grant;

(2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—

- identified in the grant application; and
- measured by data to the maximum extent practicable;

(3) [RESERVED]

(4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3)

in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16
AGREEMENT TERMINATION

16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 0 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 0.

16.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 0(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2024" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2024" in column c ("Additional Award Identification").

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

17.5 Oversight Responsibilities. This award is subject to the oversight requirements of title 23, United States Code.

ARTICLE 18
CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"**Construction materials**" means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"**Domestic content procurement preference**" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"**Iron or steel products**" means articles, materials, or supplies that consist wholly or predominantly or iron or steel or a combination of both.

"**Manufactured products**" means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

"**Predominantly of iron or steel or a combination of both**" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

"Project" means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

(a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as applicable, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).
(b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
(c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

"**Section 70917(c) materials"** cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), as applicable, or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

18.8 Minimum Wage Rates.

The Recipient shall include, in all contracts in excess of $2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113, that contractors shall pay to skilled and unskilled labor, and such 19 of 33 minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method.

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System to request reimbursement or advance payment under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.

(b) The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21
AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

ARTICLE 24
LABOR AND WORKFORCE

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 25
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

ARTICLE 26
CIVIL RIGHTS AND TITLE VI

26.1 Civil Rights and Title VI

(a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration’s implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) **"Existing"** means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "New" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.

(d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28
ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29
WAIVER

29.1 Waivers.

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30
ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and

Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

   (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

   (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

30.5 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

30.6 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31
MANDATORY AWARD INFORMATION

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 0;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

ARTICLE 32
CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

32.2 Exhibits. The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program", dated March 17, 2025, and available at https://www.transportation.gov/grants/ss4a/grant-agreements, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

32.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–0, then the provision in articles 1–0 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

32.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

32.5 Definitions. In this agreement, the following definitions apply:

"**Program Statute**" means the BIL section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

"**SS4A Grant**" means an award of funds that were made available under the SS4A NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33
AGREEMENT EXECUTION AND EFFECTIVE DATE

33.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

33.2 Effective Date. The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

MTG DATE: 9/2/2025
ITEM: 7.E

City of Show Low
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Lease between City of Show Low and Show Low Historical Society (Mike Mariscal)

RECOMMENDATION

I **MOVE** to approve the lease between the City of Show Low and Show Low Historical Society for the premises at 541 East Deuce of Clubs.

BACKGROUND

At its meeting on September 1, 2015, the City Council approved a five-year lease with the Show Low Historical Society for a portion of the premises located at 541 East Deuce of Clubs. This lease, along with all renewal options, will expire September 19, 2025.

Museum Director Clair Thomas has requested to renew the lease. The new lease term begins on September 20, 2025, and expires on September 19, 2030. As in previous leases, the rent is $1.00 per year. The Show Low Historical Society and the City of Show Low may renew this lease for an additional term of five years upon mutual written agreement of the parties.

If approved by the Council, this lease agreement will be the fourth renewal, marking a 30-year relationship between the City of Show Low and the Show Low Historical Society at the 541 East Deuce of Clubs location. Staff recommends approving the lease with Show Low Historical Society for the premises at 541 East Deuce of Clubs.

ATTACHMENTS

1. Show Low Historical Society Lease Agreement

FISCAL IMPACT

N/A

LEASE
BETWEEN CITY OF SHOW LOW
AND
SHOW LOW HISTORICAL SOCIETY

THIS LEASE is made and entered into this 2nd day of September, 2025, by and between the **CITY OF SHOW LOW**, a municipal corporation, hereinafter referred to as "*Lessor*" or "City" and **SHOW LOW HISTORICAL SOCIETY**, a nonprofit corporation, hereinafter referred to as "*Lessee*."

WHEREAS, *Lessee* operates a historical museum for the benefit of residents of and visitors to Show Low, and *Lessor* has determined that a lease of the premises described herein to *Lessee* for museum purposes serves a public interest and enhances the economic welfare of the inhabitants of the City and pursuant to A.R.S. § 9-493.

NOW, THEREFORE, IT IS AGREED:

1. **LEASED PREMISES**. *Lessor* hereby leases to *Lessee* and *Lessee* agrees to lease from *Lessor* a portion of real property located at 541 East Deuce of Clubs, City of Show Low, Navajo County, Arizona, A.P.N. 210-19-016A.

2. **TERM AND TERMINATION**. The term of this Lease shall be for five (5) years commencing on September 20, 2025 and expiring on September 19, 2030, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year, except that this Lease shall automatically terminate upon execution by both Parties of a new Lease for alternate Premises. *Lessee* shall have the option to renew this Lease for one additional term of five (5) years. *Lessee* shall give notice to *Lessor* of its intent to renew at least sixty (60) days before the expiration of this Lease.

3. **RENT**. *Lessee* agrees to pay to *Lessor* as rent for the leased premises the amount of One Dollar ($1.00) per year.

4. **MUSEUM**. This Lease shall be null and void if *Lessee* fails to operate and maintain a museum upon the leased premises.

5. **IMPROVEMENTS**. Any and all improvements placed upon the leased property by *Lessee* shall be made at the sole expense of *Lessee*. At the expiration of the Lease period, or at the termination of the Lease, all permanent improvements to the leased property shall become the property of *Lessor*. Permanent improvements and/or alterations to the leased property will hereby be prohibited without the expressed written consent of *Lessor*, which consent shall not be unreasonably withheld. All signage shall comply with existing regulations.

6. **SECURITY**. *Lessee* shall install and maintain a security system at its own expense. It shall not constitute a permanent improvement and will remain the property of the *Lessee*.

7. **TAXES**. *Lessee* shall pay, in addition to the rental otherwise payable hereunder, any transaction, sales or privilege taxes hereinafter imposed by any governmental agency for operation of *Lessee*'s business on the leased premises. *Lessee* shall further pay, prior to delinquency, all taxes levied upon furniture, fixtures, equipment and other personal property belonging to either *Lessor* or *Lessee* and placed upon the leased premises.

8. **INSURANCE AND INDEMNITY**.

Lessee shall, at its expense, take out and keep, or continue, in full force and effect, property, liability, workers compensation and automobile liability insurance to the leased premises in an amount generally applicable to Lessee's operations, covering all of the *Lessee*'s employees and equipment , but a minimum general liability of $1,000,000 single occurrence and $2,000,000 aggregate. Property and liability insurance shall name the City as an additional insured, shall be primary and noncontributory with a waiver of subrogation, with the proper endorsements. Certificates of insurance for all such policies entered into after the commencement of this Lease shall be delivered to the *Lessor* within ten (10) days of the commencement of each such policy. In addition to the above-named certificates, and under the same obligations to deliver said certificates to *Lessor*, *Lessee* shall obtain fire insurance and other property loss insurance on all improvements placed on the leased premises in an amount equal to the replacement cost of said improvements. The amount of said insurance shall not be deemed as a limitation of *Lessee*'s agreement to save and hold the *Lessor* harmless, and if *Lessor* or *Lessee* becomes liable for an amount in excess of the insurance, *Lessee* will save and hold *Lessor* harmless of the whole thereof.

Lessee agrees to and shall indemnify, defend and hold City harmless from and against all liability, loss, damage, costs or expenses (including attorney fees and court costs) arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of Lessee's occupancy of the leased premises and which may be directly or indirectly caused by any acts or omissions of Lessee or its agents or employees.

9. **UTILITIES**. *Lessee* shall pay promptly and prior to any delinquency any and all charges which may be incurred from the utilities delivered or used upon the premises by *Lessee* and shall hold *Lessor* harmless therefrom.

10. **ASSIGNMENT AND SUBLEASE**. The *Lessee* shall not transfer, assign or sublet this Lease, or any privileges granted hereunder, without prior written approval of *Lessor.*

11. **CARE OF PREMISES.** *Lessee* has inspected the Leased Premises and agrees that they are in satisfactory condition for the *Lessee's* intended use. *Lessee* shall maintain the Leased Premises in a clean, neat, safe and orderly condition at all times. *Lessee* shall be responsible for the maintenance and repair of the walls, roof, plumbing, electrical, heating and cooling systems and all other improvements on the Leased Premises unless the cost of the work exceeds $500; if the cost of the work exceeds $500, *Lessee* shall notify *Lessor* in writing of the need for maintenance or repair, and *Lessor* shall pay 50% of the cost of the repair (or contribute material or labor of equal value). Upon the termination or expiration of this Lease, *Lessee* shall deliver the Leased Premises to *Lessor* in good order and condition, reasonable wear and tear excepted.

12. **LIENS**. *Lessee* shall keep the leased premises and property in which the premises are situated free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or at the insistence of the *Lessee*, and indemnify and save *Lessor* harmless therefrom.

13. **HOLDOVER**. 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 *Lessor.*

14. **DEFAULT, RE-ENTRY REMEDIES**. If *Lessee* shall fail or neglect to perform any of the covenants herein contained which are to be performed by *Lessee* and such failure to perform such covenants shall continue for five (5) days, then *Lessor* may, in addition to any other remedy it may have at law or in equity, (1) elect to terminate this Lease, or (2) immediately or at any time hereafter while such default continues, re-enter the leased premises and take possession thereof, without being deemed guilty of trespass and without prejudice to any remedies which might otherwise be available to *Lessor*. Additionally, *Lessor* may recover from *Lessee* all damages *Lessor* may incur by reason of such breach, including all costs and fees incurred in recovering and reletting the premises.

15. **INSPECTION OF PREMISES**. *Lessor* and its agents shall have the right to inspect the leased premises upon reasonable notice to the *Lessee*.

16. **CONTINUITY**. This agreement, and each and all of the covenants, obligations, and conditions hereof shall inure to the benefit of and bind the *Lessee* and *Lessor* respectively, their heirs, personal representatives, executors, administrators, successors, and assigns.

17. **FIRE PREVENTION REGULATIONS.** *Lessee* shall at all times comply with all applicable laws and ordinances pertaining to fire regulations, and shall furnish and keep, at *Lessee*'s sole expense, adequate fire extinguishers in sufficient numbers in convenient and accessible places upon leased premises, charged and ready for immediate use.

18. **APPLICABLE LAW.** This Lease shall be enforced and construed according to the laws of the State of Arizona.

19. **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.

20. **ATTORNEY'S FEES.** In the event that either party hereto shall institute and prevail in any action or suit for the enforcement of its rights hereunder, the prevailing party in said action or suit shall be awarded its reasonable attorney's fees and costs arising therefrom.

21. **NOTICES**. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served in writing, forwarded by certified mail, addressed as follows to:

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

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

22. **COUNTERPARTS.** This Lease may be executed in counterparts, which together shall constitute a single instrument.

23. **MUTUAL REPRESENTATIONS AND WARRANTIES.** The person(s) signing this Lease and any documents and instruments in connection herewith on behalf of the respective parties hereto have full power and authority to do so. The execution, delivery and performance of this Lease by the respective parties have been duly authorized, and this Lease shall be a valid and binding agreement on the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ______ day of ______________________, 2025.

LESSOR:
CITY OF SHOW LOW

By ____________________________
John Leech, Jr., Mayor

ATTEST:

By ____________________________
Rachael Hall, City Clerk

APPROVED AS TO FORM:

By ____________________________
Anna M. Atencio, City Attorney

LESSEE:
SHOW LOW HISTORICAL SOCIETY

By Clair Thomas

Its Museum Director
(authorizing position)

STATE OF ARIZONA)
) ss.
County of Navajo)

SUBSCRIBED AND SWORN TO and acknowledged before me this 13 day of AUGUST, 2025, by CLARA THOMAS, as MUSEUM DIRECTOR of the **SHOW LOW HISTORICAL SOCIETY**, known to me to be the person whose name is subscribed to the foregoing instrument.

My commission expires:

BRITTANY M. JOHNSON
NOTARY PUBLIC - ARIZONA
NAVAJO COUNTY
COMMISSION # 631132
MY COMMISSION EXPIRES
MARCH 15, 2026

Notary Public

MTG DATE: 9/2/2025
ITEM: 7.F

City of Show Low
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Resolution No. R2025-36 Approving a License Agreement with Arizona Game and Fish Commission (Mike Mariscal)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2025-36 approving a license agreement with the Arizona Game and Fish Commission to maintain an easement for the trail through Fools Hollow Lake Recreation Area.

BACKGROUND

On September 14, 2005, the City Council adopted Resolution No. R2005-49, which approved an Intergovernmental Agreement with the Arizona Game and Fish Department to maintain an easement for a trail that crosses the Game and Fish property adjacent to the Fools Hollow Lake Recreation Area. On August 17, 2015, the City Council adopted Resolution No. R2015-21 renewing the Intergovernmental Agreement for a period of ten years, commencing on September 19, 2015, and expiring on September 18, 2025.

The trail is on the Commission-owned portion of Fools Hollow Lake and within City boundaries. The Game and Fish Department and City have agreed that it would be most efficient for the City to maintain the easement and would allow a more beneficial use of the area by residents of the City of Show Low, the State of Arizona, and the visitors to this area.

Staff recommends adopting Resolution No. R2025-36, approving the License Agreement with the Arizona Game and Fish Commission to maintain an easement for the trail through Fools Hollow Lake Recreation Area.

ATTACHMENTS

1. Resolution No. 2025-36
2. License Agreement HAB25-0811(CMY) AZGFD and City of Show Low

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2025-36

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, APPROVING A LICENSE AGREEMENT WITH THE ARIZONA GAME AND FISH COMMISSION TO MAINTAIN AN EASEMENT FOR A TRAIL THROUGH THE FOOLS HOLLOW LAKE RECREATION AREA

RECITALS:

WHEREAS, the City has authority to enter into this Agreement under A.R.S. § 11-933; and

WHEREAS, the Arizona Game and Fish Commission owns a portion of land known as Fools Hollow Lake, upon which an easement for a non-motorized trail is located within the municipal boundaries of the City of Show Low; and

WHEREAS, the Department and City have agreed that maintaining the current regional trail system through the Commission-owned portion of Fools Hollow Lake would allow a more beneficial use of the area by residents of the State of Arizona and the City of Show Low, and the visitors to this area; and

WHEREAS, the City of Show Low and the Arizona Game and Fish Commission have determined that maintaining and managing this easement for the trail can be more efficiently performed by the City of Show Low because the property is within the City boundaries and part of the White Mountain Trail System.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby approve a License Agreement between the City of Show Low and the Arizona Game and Fish Commission to maintain an easement for a trail through the Fools Hollow Lake Recreation Area.

BE IT FURTHER RESOLVED, authorizing the Mayor to sign said License Agreement.

PASSED AND ADOPTED this 2nd day of September 2025, by the Mayor and City 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

	Land and Water Program **Arizona Game and Fish Department** **5000 W Carefree Hwy** **Phoenix, Arizona 85086**
	Agreement Number: HAB-25-0811(CMY)
	Property Name: Fools Hollow Lake Wildlife Area **Property Location: T10N, R21E, Sec. 7 and 18**

LICENSE AGREEMENT
between
State of Arizona,
Arizona Game and Fish Commission
and
City of Show Low

1. Participants. This License Agreement is entered into between the State of Arizona, by and through the Arizona Game and Fish Commission, a state agency, hereinafter "Commission", and the City of Show Low, hereinafter "City". The terms "Department" and "Director" shall mean the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

2. Authority. The Commission has authority under Arizona Revised Statutes ("A.R.S.") § 17-231(B)(7) to enter into agreements, and the City has authority to enter into this Agreement under A.R.S. § 11-933.

3. Recitals.

WHEREAS, the Commission has authority to execute this Agreement pursuant to A.R.S. § 17-231(B)(7); and

WHEREAS, Commission has primary statewide responsibility for management actions related to fish and wildlife within the State of Arizona; and

WHEREAS, the Arizona Game and Fish Department ("Department") acts under the authority of the Commission; and

WHEREAS, the Commission owns a portion of land known as Fools Hollow Lake, which is located in Sections 7 and 18, Township 10 North, Range 21 East, Gila and Salt River Base and Meridian, Navajo County, upon which a non-motorized trail shall be located within the municipal boundaries of the City of Show Low;

WHEREAS, the Department and City have agreed that maintaining the current regional trail system through the Commission-owned portion of Fools Hollow Lake (the "Property") would allow a more beneficial use of the area by residents of the State of Arizona and the City of Show Low, and the visitors to this area;

WHEREAS, the Department and City have determined that maintenance and management of this trail can be more efficiently performed by the City because the property is within the City boundaries and is part of the White Mountain Trail System;

NOW THEREFORE, and for good and valuable consideration, which is hereby acknowledged, the Commission grants to the City, subject to all existing easements, rights-of-ways, restrictions, conditions, covenants and liabilities as may appear of record, a non-exclusive License to operate and maintain a non-motorized trail across the Property along the general alignment illustrated on Exhibit A attached hereto and by reference incorporated herein.

4. Commission Reservations. The Commission reserves the right to grant other rights upon, over and across the described premises for any purpose whatsoever compatible with the uses provided for herein.

5. Renewal. The term of this License shall be for a period of ten (10) years commencing September 19, 2025 and terminating on September 18, 2035, unless sooner terminated or cancelled prior to such date as provided herein. Upon termination of the initial period, the License may be renewed for additional periods of ten (10) years at the option of the Department and subject to any future additional terms and conditions as may be required by the Department. The renewal option shall be exercised by the City by delivery of notice to the Department six (6) months prior to the expiration of the term. The notice shall be delivered as prescribed in Section 6 herein.

6. Notices. That any notices to or demand upon either party hereto by the other party pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) <u>If intended for Commission, to:</u>
Director
Attn: Land and Water Program
Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, Arizona 85086-5000
Ph: 623-236-7600

(b) <u>If intended for Town, to:</u>
City Manager
City of Show Low
180 North 9th Street
Show Low, Arizona 85901
Ph: 928-532-4015

Or to such other address as either party may from time to time furnish in writing to the other party by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt.

7. Termination. It is understood and agreed that if the Commission's interest or right to enter into this Agreement is terminated prior to the expiration of this Agreement, then this Agreement is automatically terminated along with any and all of the Commission's liabilities or obligations hereunder, provided, however, that a voluntary sale of disposition of the subject property by the Commission shall be subject to this Agreement and the provisions contained herein.

8. Maintenance. The City shall be primarily responsible for the maintenance and upkeep of the trail at the expense of the City. The Department shall be released from any obligation for maintenance and upkeep of the trail. The City agrees that all maintenance or upkeep shall be to a reasonable extent and with the stated purpose of preserving the trail in its natural state. All maintenance will be in coordination with and approved by the Department.

9. Use. The City agrees that this License is limited to the operation and maintenance of a non-motorized trail across the Property. The City shall restrict its use to such purpose and shall not use nor permit the use of the Property for any other purpose without the prior written consent of the Commission. The City further agrees: 1) No trailhead or trail-end may be constructed on the Property; 2) The trail through the Property will be used only as a link between Fool Hollow Recreation Area and City property; 3) The trail alignment will be located away from any sensitive habitat along the bluff edges along Fool Hollow Lake as directed by the Department.

10. Prior Agreements. In the event that a conflict arises between this License and the November 8, 2014 *Memorandum of Understanding and Partnership Agreement* among Arizona State Parks, Arizona Game and Fish Commission, the City of Show Low and USDA Forest Service relating to the management of the Fool Hollow Recreation Area, the terms and conditions of these prior agreements shall govern.

11. Educational Use. The City or Department shall be permitted to use the trail for educational purposes or to place interpretative signs explaining the geography, plant life and/or animal life near the trail. Signs must be compliant with Department branding standards and must identify that they are on a Commission owned property. All signs are subject to Department review and approval. The placement of signs, interpretative or otherwise, shall be in accordance with the terms and conditions of this License.

12. Archaeology/Cultural Resources. Licensee must coordinate with Department staff, including the Cultural Resource Compliance Manager (CRCM), prior to any ground disturbing activities. Should any prehistoric, protohistoric, or historic artifacts or features be encountered during the course of any ground disturbing activity, these cultural resources must be avoided and reported immediately to the Department's CRCM (623-236-7620) or call the Habitat Branch (623-236-7600).

If human remains are encountered during any phase of this project, all work must stop immediately and call the Department's Cultural Resources Compliance Manager (623-236-7620) or Habitat Branch (623-236-7600), and the Repatriation Coordinator at the Arizona State Museum (520-621-4795) must be notified pursuant to state law (cf., A.R.S. §41-844 and A.R.S. §41-865).

13. Native Plants. If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Agreement, the City must obtain the written permission of the Arizona Commission of Agriculture and Horticulture to remove those plants pursuant to A.R.S.

§ 3-904.

14. Indemnity. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party and their respective officers, officials, employees and agents (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 are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the City shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 by the negligent or willful acts or omissions of the City's 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 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.

15. Insurance Requirements for any Contractors Hired by the City Pursuant to this License. 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. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u>: Any Contractor hired by the City to perform work on the Property shall provide coverage with limits of liability not less than those stated below.

1. <u>Commercial General Liability – Occurrence Form</u>

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor**." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(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 **(Blanket Endorsements are not acceptable)** 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 **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **"State of Arizona, its departments, agencies, boards, commissions, universities and its 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.)

c. Policy shall contain a severability of interest provision.

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 (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and 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: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed **(Blanket Endorsements are not acceptable)** to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance 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).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. 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.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements **<u>(Blanket Endorsements are not acceptable)</u>** 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 and remain in effect for the duration of the project. 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 are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. <u>SUBCONTRACTORS</u>: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. <u>APPROVAL</u>: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. <u>EXCEPTIONS</u>: In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

16. Other Government Regulations. The City agrees that in its use and maintenance of the Property, the City shall comply with all applicable laws, rules, regulations, and ordinances of every governmental body or agency whose authority extends to the premises or to any activities conducted upon the subject property whether or not said laws, rules, regulations and ordinances are mentioned herein.

17. Enforcement of Conditions. The failure of the Commission to require strict performance of the terms, covenants, and conditions of this Agreement shall not constitute a waiver or relinquishment of the right of the Commission to strictly enforce, thereafter, such terms, covenants, or conditions which shall, at all times, continue in full force and effect.

18. Amendments. This License may be amended or modified through mutual written agreement by the Department or City within sixty (60) days written notice to amend by either party. The Director and City Manager shall have the authority to approve amendments to this License and any modifications thereto.

19. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

20. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.

21. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs. Arbitration language to be used with Federal Agreements: "The parties agree to engage in any alternative dispute resolution procedures authorized by their statutes, regulations and court rules, including, but not limited to, 5 U.S.C. § 575 and A.R.S. § 12-1518.

22. Cancellation Due to Conflict of Interest. All parties are hereby put on notice that, in the event of an illegal conflict of interest, this Agreement is subject to cancellation pursuant to A.R.S. Section 38-511, the terms of which are incorporated herein.

23. Clause Numbers and Headings. Clause numbers and headings are for convenience only and are not to be construed as part of this Agreement.

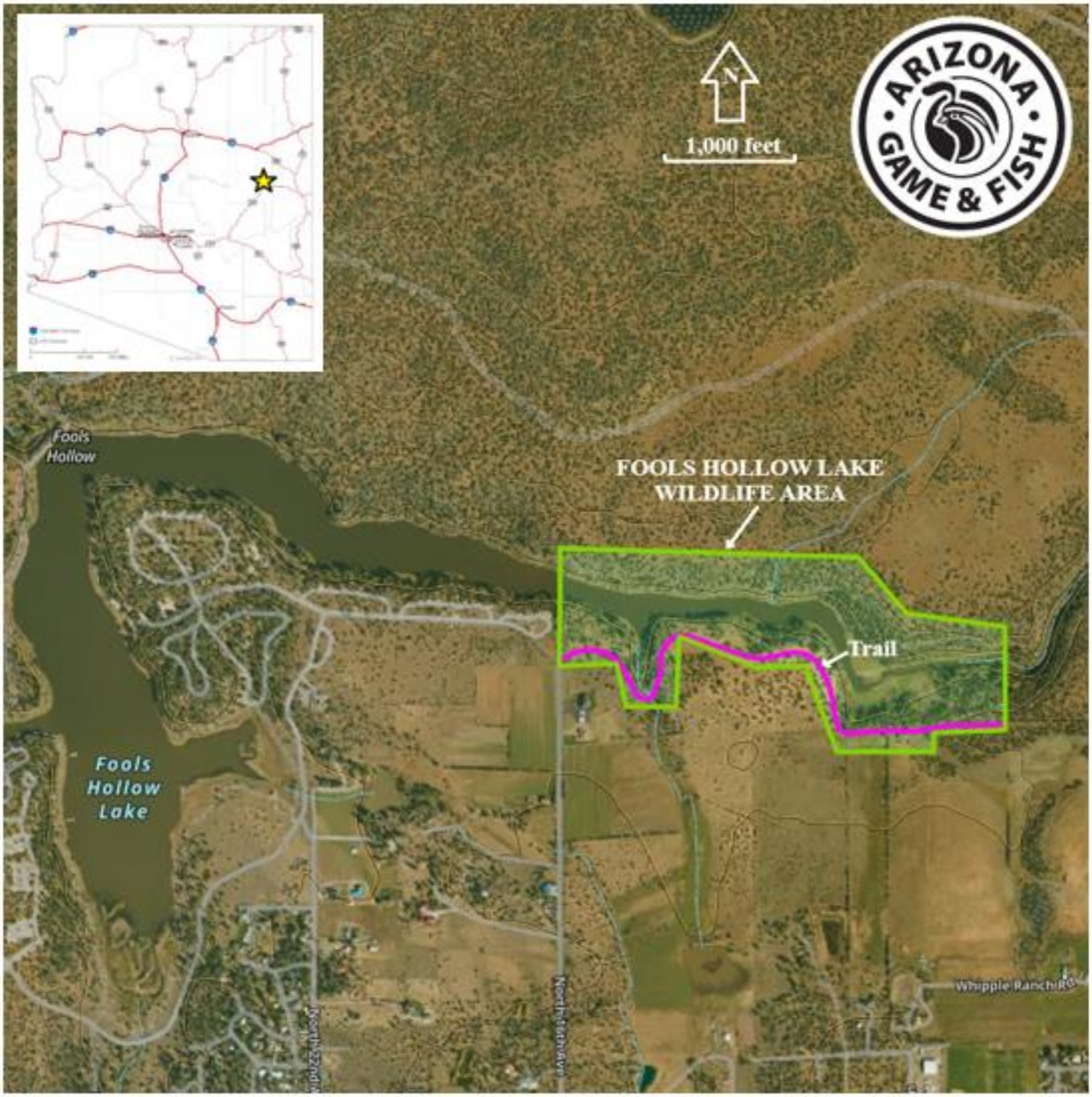
24. Ensuring Compliance with Federal Immigration Laws by State Employers. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

25. Contracting; Procurement; Investment; Israel Boycott Prohibition. If Lessee is providing services, supplies, information technology, or construction work for the Department by entering into this Contract (Agreement), Lessee certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, as defined in A.R.S. § 35-393 et al.

26. Authority. Signing below, the signer certifies that the person has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.

APPROVED: State of Arizona **Arizona Game and Fish Commission**	**APPROVED:** **City of Show Low**
By: ______________________________ Tom P. Finley Secretary to the Commission and Director, Arizona Game & Fish Department	By: ______________________________ John Leech, Jr. Mayor
Date: ______________________________	Date: ______________________________

Exhibit A


N
1,000 feet
ARIZONA
GAME & FISH
Fools Hollow
FOOLS HOLLOW LAKE
WILDLIFE AREA
Trail
Fools Hollow Lake
Whipple Ranch Rd

MTG DATE: 9/2/2025
ITEM: 7.G

City of Show Low
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Resolution No. R2025-38 Granting Utility Easement at 760 East McNeil to Arizona Public Service (Shane Hemesath)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2025-38 granting a utility easement at 760 East McNeil to Arizona Public Service and authorize the Mayor to sign all necessary documents.

BACKGROUND

The City of Show Low has been working to remodel an existing building at the City Campus location at 760 East McNeil. In order to provide permanent three-phase power, Arizona Public Service (APS) will need to extend the power across the parking lot and install a transformer near the building.

APS requires an easement over their distribution lines on private property in order to maintain these lines in the future. A single transformer and 480-volt three-phase electrical service will be installed on the site.

Staff recommends adopting Resolution No. R2025-38, granting a utility easement to APS and authorizing the Mayor to sign all necessary documents.

ATTACHMENTS

1. Resolution No. R2025-38
2. WA891660 Easement 210-19-036

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2025-38

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, GRANTING UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE

RECITALS:

WHEREAS, Arizona Public Service has requested a utility easement from the City of Show Low in, upon, over, under, through and across a portion of Navajo County Assessor's Parcel No. 210-19-036 to provide permanent power to the City Campus location at 760 East McNeil in Show Low, Arizona; and

WHEREAS, the easement is needed to supply permanent power to the City Campus location at 760 East McNeil; and

WHEREAS, the requested easements will not adversely impact the property.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby grant a utility easement to Arizona Public Service, as requested, to supply permanent power to the City Campus location at 760 East McNeil.

BE IT FURTHER RESOLVED, authorizing the Mayor to sign all necessary documents to convey the utility easement to Arizona Public Service.

PASSED AND ADOPTED this 2nd day of September 2025, 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

When recorded, please return to:
APS RIGHT OF WAY DEPT.
2200 E Huntington Dr.
FLAGSTAFF, AZ. 86004
NW¼-SEC 20-10N-22E
APN 210-19-036
NE 25-97
WA891660
MLH - MWR

CITY OF SHOW LOW-APS UTILITY EASEMENT

THE CITY OF SHOW LOW, a municipal corporation of the State of Arizona (owner), (hereinafter called “Grantor”), of the following described real property located in Navajo County, Arizona (hereinafter called “Grantor’s Property”):

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called “Grantee”), and to its successors and assigns, a non-exclusive right, privilege, and easement, as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor’s Property described as follows (herein called the “Easement Premises”):

SEE EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee’s own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit “B.” In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers, all as shown on Exhibit "B" attached hereto and made a part hereof. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **THE CITY OF SHOW LOW**, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of________, 2025.

APPROVED AS TO FORM:

____
City Attorney

CITY OF SHOW LOW, a municipal corporation

By: ______________________________
John Leech, Jr. - Mayor

ATTEST:

____
City Clerk

STATE OF ___________ }
} ss.
County of ____________ }

This instrument was acknowledged before me this ___ day of ______________, 2025 by

_____________________________________ on behalf of the City of Show Low.
Signer's name

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

Notary Seal

____
Notary Public

EXHIBIT "A"

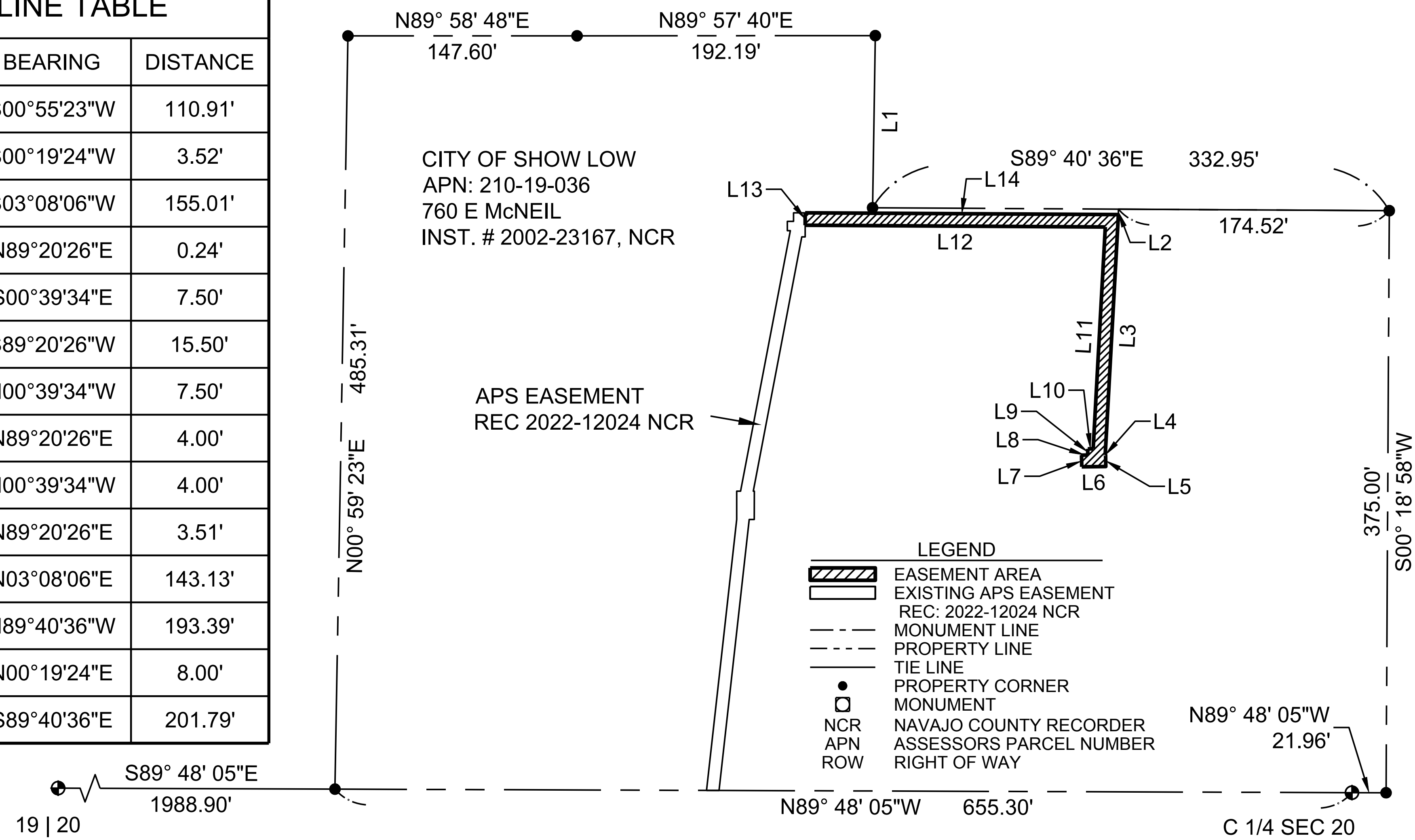
(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)
AS RECORDED IN INSTRUMENT NUMBER 2002-23167 N.C.R.

That part of Section 20, Township 10 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

(Basis of bearing - from the West quarter corner of said Section 20 to the center of said Section 20 = South 89° 48' 05" East)

COMMENCING at the West quarter corner of said Section 20, a found 1½ inch open iron pipe;
THENCE South 89° 48' 05" East along the East-West mid-section line of said Section 20, a distance of 1988.90 feet to the Southwest corner of Lot 16, W. J. Flake Survey Show Low Town Site, according to Book 1 of Maps, page 5, Records of Navajo County, Arizona, a 5/8 inch rebar with an aluminum cap, L.S. 16165, and the POINT OF BEGINNING;
THENCE North 00° 59' 23" East along the East right-of-way line of North 6th Street and the West line of said Lot 16, a distance of 485.31 feet to the Southwest corner of the property described in instrument recorded in Document No. 1995-10156, a 5/8 inch rebar, P.E. 5047;
THENCE North 89° 58' 48" East along the South line of last said property, a distance of 147.60 feet to the Southwest corner of the property described in instrument recorded in Document No. 2000-6409, a ½ inch rebar with a plastic cap, L.S. 22754;
THENCE North 89° 57' 40" East along the South line of last said property, a distance of 192.19 feet to a point on the West line of the property described in instrument recorded In Document No. 1996-6116, a ½ inch rebar with a plastic cap, L.S. 22754;
THENCE South 00° 55' 23" West along the West line of last said property, a distance of 110.91 feet to the Southwest corner thereof, a PK nail in concrete;
THENCE South 89° 40' 36" East along the South line of last said property, a distance of 332.95 feet to a 5/8 inch rebar with an aluminum cap, L.S. 16165 and the West right-of-way line of North 8th Street;
THENCE South 00° 18' 58" West along said West right-of-way line, a distance of 375.00 feet to a point on the East-West mid-section line of said Section 20, marked by a 5/8 inch rebar with an aluminum cap, L.S. 16165;
THENCE North 89° 48' 05" West along said East-West mid-section line, a distance of 21.96 feet to a 1" open iron pipe marking the center of said Section 20;
THENCE continuing North 89° 48' 05" West along said East-West mid-section line, a distance of 655.30 feet to the POINT OF BEGINNING.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°55'23"W	110.91'
L2	S00°19'24"W	3.52'
L3	S03°08'06"W	155.01'
L4	N89°20'26"E	0.24'
L5	S00°39'34"E	7.50'
L6	S89°20'26"W	15.50'
L7	N00°39'34"W	7.50'
L8	N89°20'26"E	4.00'
L9	N00°39'34"W	4.00'
L10	N89°20'26"E	3.51'
L11	N03°08'06"E	143.13'
L12	N89°40'36"W	193.39'
L13	N00°19'24"E	8.00'
L14	S89°40'36"E	201.79'



NORTH

aps

EXHIBIT "B"

JOB # WA891660	DATE: 6/9/2025
NW 1/4 SEC 20 T10N R22E	
SCALE: 1" = 100'	INDEX: NE-25-97
R/W: DEE MCGRATH	
SURVEY: JOHNSON/FAULKNER	
DRAWN BY: J. JOHNSON	SHEET 1 OF 1

MTG DATE: 9/2/2025
ITEM: 7.H

City of Show Low
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Resolution No. R2025-39 Granting Utility Easement at 1480 East Lumberman's Loop to Arizona Public Service (Shane Hemesath)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2025-39 granting a utility easement at 1480 East Lumberman's Loop to Arizona Public Service and authorize the Mayor to sign all necessary documents.

BACKGROUND

The City of Show Low is currently building the new Public Works building at 1480 East Lumberman's Loop. In order to provide permanent three-phase power, Arizona Public Service (APS) will need to extend the power across the parking lot and install a transformer near the building.

APS requires an easement over their distribution lines on private property in order to maintain these lines in the future. A single transformer and 480-volt three-phase electrical service will be installed on the site.

Staff recommends adopting Resolution No. R2025-39, granting a utility easement to APS and authorizing the Mayor to sign all necessary documents.

ATTACHMENTS

1. Resolution No. R2025-39
2. WA884471 Easement 210-58-009

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2025-39

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, GRANTING UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE

RECITALS:

WHEREAS, Arizona Public Service has requested an approximately eight feet in width utility easement from the City of Show Low in, upon, over, under, through, and across a portion of Navajo County Assessor's Parcel No. 210-58-009 to provide permanent power to the new Public Works building at 1480 East Lumberman's Loop in Show Low, Arizona; and

WHEREAS, the easement is needed to supply permanent power to the new Public Works building at 1480 East Lumberman's Loop; and

WHEREAS, the requested easements will not adversely impact the property.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby grant a utility easement to Arizona Public Service, as requested, to supply permanent power to the new Public Works building at 1480 East Lumberman's Loop.

BE IT FURTHER RESOLVED, authorizing the Mayor to sign all necessary documents to convey the utility easement to Arizona Public Service.

PASSED AND ADOPTED this 2nd day of September 2025, 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

SE¼-17-10N-22E
210-58-009
NE-25-122
WA884471
MWR/MLH

CITY OF SHOW LOW-APS
UTILITY EASEMENT

CITY OF SHOW LOW, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Navajo County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, CITY OF SHOW LOW, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of________, 2025.

APPROVED AS TO FORM:

____
Anna Atencio

CITY OF SHOW LOW, an Arizona municipal corporation

By: ____________________________________
John Leech, Jr.- Mayor

ATTEST:

____
Rachael Hall

STATE OF ___________ }
} ss.
County of ____________ }

This instrument was acknowledged before me this ___ day of ______________, 2025 by _____________________________________ of _______________________________, on behalf of ____________________________.

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

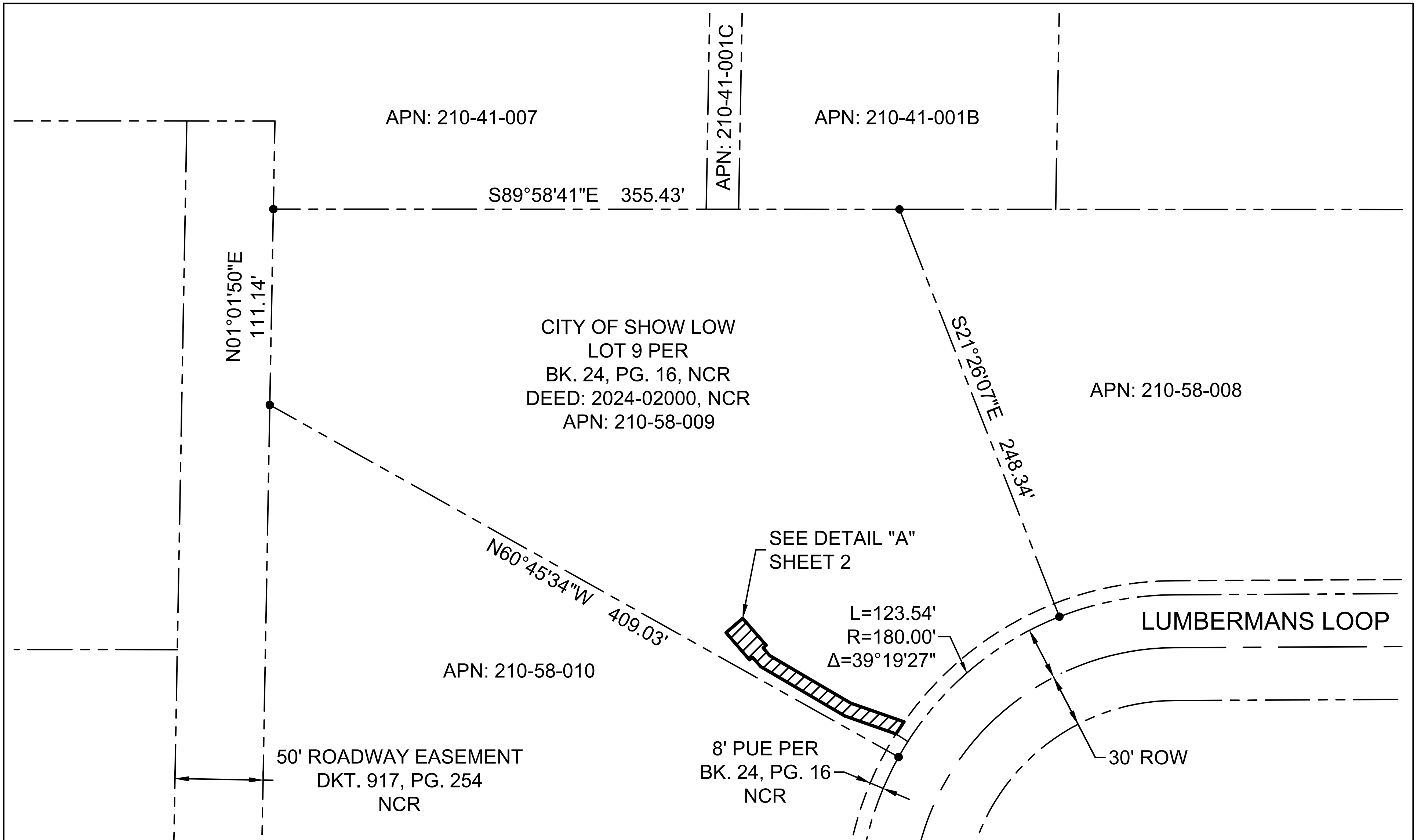
Notary Seal

____
Notary Public

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)
AS RECORDED IN INSTRUMENT NUMBER 2024-02000 N.C.R.

Lot 9, Show Low Airport Commerce Center - Unit 2, according to Book 24 of Plats, Page 16, and amendment recorded in Recording No. 2010-3603, records of Navajo County, Arizona.



LEGEND

EASEMENT AREA
PROPERTY LINE
PUE LINE
• PROPERTY CORNER
NCR NAVAJO COUNTY RECORDS
APN ASSESSORS PARCEL NUMBER
PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY

REFERENCE DOCUMENTS

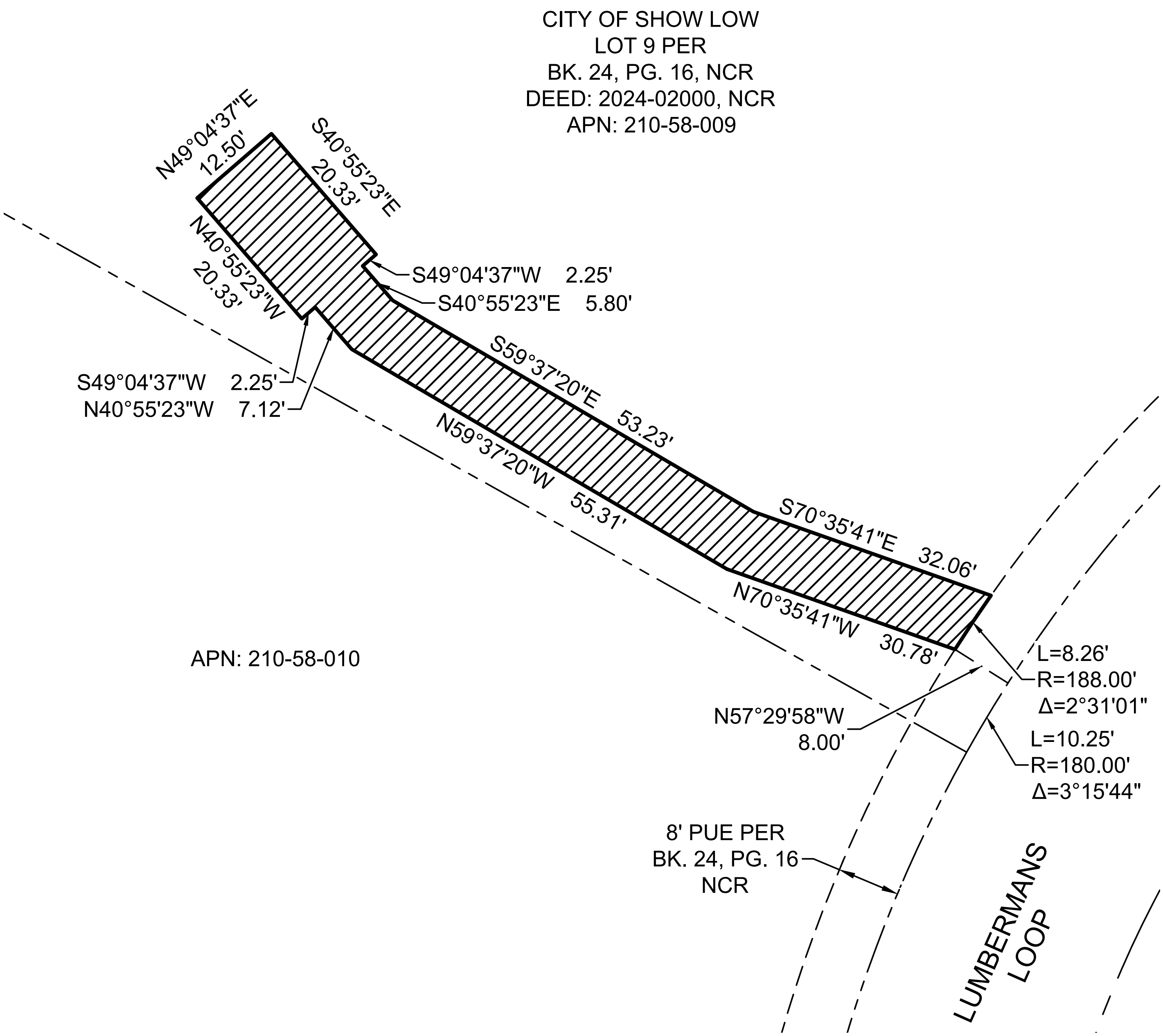
FINAL PLAT PER BOOK 24, PAGE 16, NCR

NOTE: IT IS THE INTENT TO BE COINCIDENT WITH THE EXISTING UTILITY EASEMENT WITH NO GAP OR OVERLAP

NORTH

aps	EXHIBIT "B"
JOB # WA884471	DATE: 07/28/2025
SE 1/4 SEC 17 T10N R22E	
SCALE: 1"=80'	INDEX: NE-25-122
R/W: M. REESE	
SURVEY: A. SMITH	
DRAWN BY: T. SLATER	SHEET 1 OF 2

DETAIL "A"



NOTE: IT IS THE INTENT TO BE COINCIDENT WITH THE EXISTING UTILITY EASEMENT WITH NO GAP OR OVERLAP

aps	EXHIBIT "B"
JOB # WA884471	DATE: 07/28/2025
SE 1/4 SEC 17 T10N R22E	
SCALE: 1"=20'	INDEX: NE-25-122
R/W: M. REESE	
SURVEY: A. SMITH	
DRAWN BY: T. SLATER	SHEET 2 OF 2

NORTH

MTG DATE: 9/2/2025
ITEM: 7.I

City of Show Low
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Approval of Purchase of Police Department Vehicles (Greg Westover)

RECOMMENDATION

I **MOVE** to authorize the purchase of eight police vehicles from Show Low Ford in an amount not to exceed $360,297.73, up-fitting the vehicles through MHQ of Arizona in an amount not to exceed $187,102.27, and installing full police decal packages from High Country Sign and Graphic in an amount not to exceed $9,000.00, for a total amount of $556,400.00.

BACKGROUND

In late June 2025, the City of Show Low solicited requests for quotes (RFQ) to purchase police vehicles. The RFQ was delivered to three dealerships in Show Low.

Show Low Ford and Hatch Toyota submitted completed bid packets prior to the deadline. Show Low Ford was the only dealership to provide a quote for the pursuit-rated police SUVs and truck. Show Low Ford submitted the lowest bid for the smaller administrative SUV listed in the RFQ for Senior Patrol.

The total cost for all vehicles, five 2026 Ford Explorer Police Interceptors, one 2025 Ford F-150, and two 2025 Ford Bronco Sports, is $360,297.73.

All eight vehicles will be sent to MHQ of Arizona for up-fitting of police-related equipment (lights, radios, prisoner screens, etc.). The total estimated cost for up-fitting is $187,102.27, based on state-contracted pricing.

All five Explorers and the two Senior Patrol Broncos will be “wrapped” to make them black and white and receive a full police decal package from High Country Sign and Graphic, which will cost approximately $9,000.00.

The total cost of this project is $556,400.00, and funds are allocated in the fiscal year 2026 budget for this purchase.

Staff recommends approving the purchase of eight police vehicles from Show Low Ford in an amount not to exceed $360,297.73, up-fitting the vehicles through MHQ of Arizona in an amount not to exceed $187,102.27, and installing full police decal packages from High Country Sign and Graphic in an amount not to exceed $9,000.00, for a total amount of $556,400.00.

ATTACHMENTS

1. Copy of Bid tabs for all PD vehicles - 2025-2026

2. Estimate from High Country Signs
3. MHQ Estimate 120201
4. MHQ Estimate 120203
5. MHQ Estimate 120204

FISCAL IMPACT

Anticipated cost: $556,400.00
Funding source (account no.): Vehicle Purchase (11-455-495-7420-0000)

City of Show Low - RFP delivered to

City Budget of $33,000 Each (RFP for 2 vehicles)

Dealership	Vehicle Type	Base Price	Taxes & other Fees	Extended Service Plan		Total w/out Extended Pln	Total w/ Extended Pln
				2yr / 25k Maint.	5yr / 75k or 6yr / 100k		
Show Low Ford	2026 Ford Escape_**Gas** _AWD	$ 29,502.50	$ 2,487.06			$ 31,989.56	Not available
Show Low Ford	2025 Ford Bronco Sport Big Bend **Gas** 4x4	$ 30,766.50	$ 2,593.62			$ 33,360.12	Not available
Hatch Toyota	2025 Toyota Rav4_**Gas** _AWD	$ 31,494.34	$ 3,807.47	Included	$ 1,900.00	$ 35,301.81	$ 37,201.81
Hatch Toyota	2025 Toyota Rav4_**Hybrid** _AWD	$ 32,972.34	$ 3,950.07	Included	$ 1,900.00	$ 36,922.41	$ 38,822.41
Horne Auto Center	No bid submitted by vendor.					$ -	$ -

City of Show Low - RFP delivered to

	BID SCHEDULE A			Show Low Ford		Horne Auto Center		Hatch Toyota			
Item	Description	No. of Units									
1	One (1) 4x4, Crew Cab, Police pursuit rated truck, admin package.	1		2025 F-150		No bid submitted by vendor.		No bid submitted by vendor.			
2	Sub Total			$47,883.00							
3	Taxes			$4,036.54							
4											
5											
6											
7											
8											
9											
13											
14											
15											
16											
17											
18											
	Base price w/fees and taxes			**$51,919.54**		**$0.00**		**$0.00**		**$0.00**	
1	Warranty 5yr/100k			Not available							
2											
				$0.00		**$0.00**		**$0.00**		**$0.00**	
	GRAND TOTAL			**$51,919.54**		**$0.00**		**$0.00**		**$0.00**	

City of Show Low - RFP delivered to

	BID SCHEDULE A		Show Low Ford	Horne Auto Center	Hatch Toyota	
Item	Description	No. of Units				
1	Five (5) mid-size, pursuit rated, AWD SUV.	5	2026 Ford Explorer Police Interceptor	No bid submitted by vendor.	No bid submitted by vendor.	
2	Sub Total		$44,574.00			
3	Taxes		$3,757.59			
4						
5						
6						
7						
8						
9						
13						
14						
15						
16						
17						
18						
	Base price w/fees and taxes		**$48,331.59**	**$0.00**	**$0.00**	**$0.00**
1	Warranty 5yr/100k		Not available			
2						
			$0.00	**$0.00**	**$0.00**	**$0.00**
	GRAND TOTAL		**$241,657.95**	**$0.00**	**$0.00**	**$0.00**

	Final Budget	Current Year Actual	Encı
Dog food $1,000 Vet care $2,000 Handler's equipment $1,000 Team certifications $1,500			
11-455-430-6400-0000 BOOKS & SUBSCRIPTIONS	7,500.00	43.35	
$4,000 $2,500 $1,000			
11-455-440-4310-0000 AUTO PARTS & LABOR	150,000.00	17,554.86	
Auto repairs $142,000 Telematic system $8,000			
11-455-440-4320-0000 FUELS & LUBRICANTS	126,000.00	14,879.25	
11-455-450-4420-0000 RENTAL & MAINTENANCE CONT	161,888.00	1,800.27	
NATC Academy $10,000 MDC Aircards $16,000 Alarm systems $3,000 Elevator maintenance $3,200 ID Scan Maintenance $3,400 Safestreets ACC Diagram Software $2,600 MDE Training Solutions $4,400 Scheduling software $4,400 Taser contract $27,788 Body camera contract $25,000 Drone lease $50,000 AI report writing $15,000			
11-455-450-4421-0000 TECHNOLOGY & RADIO REPAIR	13,500.00		
11-455-460-4300-0000 REPAIRS & MAINTENANCE	68,000.00	1,058.39	
Regular repair & maint $68,000			
11-455-470-5300-0000 TELEPHONE	39,100.00	5,888.79	
Internet lines $7,100 Cell phones $32,000			
11-455-470-6220-0000 UTILITIES	73,000.00	10,556.89	
11-455-480-5210-0000 CASUALTY LOSS		(20,278.78)	
Total Operating	**912,688.00**	**54,956.58**	
Capital			
11-455-495-7300-2100 IT Upgrades - Software/Hardwarae	40,000.00		
11-455-495-7310-2101 Shooting Range Improvements	250,000.00	13,906.19	
11-455-495-7420-0000 VEHICLE PURCHASE	556,400.00		
Total Capital	**846,400.00**	**13,906.19**	
Total Expenditures	**8,471,590.00**	**935,785.60**	

umbrances	Remaining Balance	Percent Spent
	7,456.65	0.58%
175.53	132,445.14	11.70%
	111,120.75	11.81%
	160,087.73	1.11%
	13,500.00	
	66,941.61	1.56%
	33,211.21	15.06%
	62,443.11	14.46%
	20,278.78	
8,730.97	**857,731.42**	**6.02%**
	40,000.00	
	236,093.81	5.56%
	556,400.00	
	832,493.81	**1.64%**
8,730.97	**7,535,804.40**	**11.05%**

High Country Signs
2569 NORTH PORTER MOUNTAIN ROAD
LAKESIDE, AZ 85929
9283684343
info@hcsignsaz.com

ADDRESS
Show Low Police

SHIP TO
Show Low Police

Estimate 13183

DATE 05/19/2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
WRAP	Show Low Police Vinyl Graphics Including 911, Police, Unit 21 REFLECTIVE - STRIPE on back Paint Protection Strip on Driver Door INSTALLED	1	990.00	990.00
WRAP REMOVAL	WRAP REMOVAL $100/Hour	2	100.00	200.00

TOTAL **$1,190.00**

Accepted By

Accepted Date

MHQ of Arizona

**550 N 54th Street
Chandler AZ 85226
(833) 455-0503**

Quote

Date	Estimate #
8/27/2025	120201

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
		Contact Name: Doug Brinkerhoff Contact Number: 928-537-5091 e-mail: Dbrinkerhoff@showlowaz.gov Vehicle/Year: Ford PIU / 2026 Type: Patrol Unit # REV #				
AZ DPS Contract 4/24		New AZ Upfitting Co-Op Contract Number CTR049798-3, 4/24 Extended to 8/30/25.			0.00	0.00T
CSP	CSP	Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas etc. Any items not functioning once installed will be diagnosed at $95.00 per hr. repair items will be quoted Separately. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: 1) Radio ***Front of Vehicle ***Pushbar and Lighting, Speaker			0.00	0.00T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

MHQ OF ARIZONA
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120201

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
BK2019ITU20	Setina	PB450L4 pre-lit push bumper with (4) Whelen Ion TRIO lights See drawing. FORD INTERCEPTER UTILITY 2020-2025, 6/25	1149.00	1	900.82	900.82T
		***Speaker				
SA315P	Whelen	Siren speaker, Not a Package, 123db. KB026. 1/25	465.00	2	302.25	604.50T
SAK1	Whelen	Universal Siren Speaker Mounting Bracket. 1/25	53.00	2	0.00	0.00T
		***Take Down & Scene w/R/B				
PM435-RB	Nacho	Quatro Supreme set - Red/Blue. 2/25	579.99	1	469.79	469.79T
		***Alley Side Lighting				
914313	Rigid	SR-Q Series PRO, Professional race output. 2.93 amp. 4752 Raw Lumens. 6/25	264.99	1	180.86	180.86T
CEM16	Whelen	New! 16 Output, 4 Input WeCanX™ Expansion Module. KB 026. 8/25	292.00	1	189.80	189.80T
COREHEXP16L	K Bruce Co.	CEM16 output harness kit, J-6 (8'), J-5 (8'). 5/25	146.00	1	132.60	132.60T
		***Side LIghting				
TCRWX5-DUO	Whelen	WeCanX TRACER DUO 5-LAMP HOUSING. See Drawing, PROMO# KB026. 8/25. Mount Included in Drawing	1841.00	2	992.60	1,985.20T
		***Lighting Package				

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

MHQ of Arizona
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120201

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
INNER EDGE DUO Bun...	Whelen Pkg	Includes: C399 CORE Siren Controller. XLP or FST Front Inner EDGE (see drawing) RST Rear Inner Edge (see drawing). CCTL* control head. C399K* OBDII cable, & Hook Kit, Photocell. KB 026 1/25	6786.00	1	2,793.70	2,793.70T
C399-PKG	Whelen	CENCOM CORE WCX CONTROL CENTER. Included in Bundle KB 026. 1/25 ***Front Int Bar	1411.00	1	0.00	0.00T
BSFW50Z-PKG	Whelen	Inner Edge FST DUO WCX. See Drawing 8/25 ***Rear Int Bar ***Bring on White with Reverse	2013.00	1	0.00	0.00T
BS50Z - Pkg	Whelen	RST WCX 10-LT S/D PIU 2020-27 See Drawing. 8/25	2155.00	1	0.00	0.00T
CCTL7 - PKG	Whelen	4 pos. slide switch, 21 push button, Microphone. 1/25	473.00	1	0.00	0.00T
C399SP-PKG	Whelen	SCANport KIT FOR C399. 1/25 ***Driver Door Light On only in Code.	189.00	1	0.00	0.00T
TMS0K	Whelen	Mini T-Series surface mount lighthead DUO. Red / Amber. 8/25	158.00	1	102.70	102.70T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

MHQ OF ARIZONA
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120201

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
806-0036-00	Stalker	***Radar Qte# 2110627 DSR 2 Antenna Radar. 8/25	3671.95	1	3,671.95	3,671.95T
C-VSX-1800-INUT-PM-2	Havis	***Console VSX Console With Front PocketJet 8 Printer Mount For 2020-2025 Ford Interceptor Utility. 18" Equipment Space. SP 8/25.	1051.00	1	735.70	735.70T
CUP2-1004	Havis	Self-Adjusting Double Cup Holder 4" (Fixed Mount). 8/25.	67.00	1	46.90	46.90T
C-ARM-109	Havis	Internal Mount Armrest works with VSX, 6/25	339.00	1	237.30	237.30T
C-MD-119	Havis	11" Slide Out Locking Swing Arm with Low Profile Motion Adapter. SP 8/25	379.00	1	265.30	265.30T
DS-DELL-436N-3	Havis	Docking Station for Dell Pro Rugged 14? and 13?, 5430, 7330, 5420, 5424, & 7424 Notebooks With Standard Port Replication & Triple Pass-Thru Antenna Connections & Havis Power Supply. SP 8/25	1360.00	1	952.00	952.00T
PJ862	Brother	PocketJet 8, 200dpi, 8.5 Width, Thermal Printer with USB C Connectivity/Charging, Bluetooth, 2 Year Premier Warranty (Printer only, requires DC power or optional battery, USB cable, and printing supplies)	628.48	1	544.69	544.69T
14331	Gamber Johnson	Brother Car Adapter 14ft. P/N LB3692-003		1	32.18	32.18T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120201

Name / Address
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901

Ship To
MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
Materials		USB			35.00	35.00T
C-EB30-HXL-1P	Havis	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Harris/L3Harris XL control head. 4/25	33.00	1	0.00	0.00T
C-EB40-CCS-1P	Havis	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom, CORE CCSRN, CCSRNTA, MPC03, CCTL7, CCTI6. 6/25	39.00	1	0.00	0.00T
BCT15X	Uniden	Uniden BearTracker Scanner (BCT15X) with 9,000 Channels, TrunkTracker III Technology, Base/Mobile Design, Close Call RF Capture Technology with Location-Based Scanning, - Black Color. 7/24	234.40	1	225.72	225.72T
C-EB30-U15-1P	Havis	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Uniden BCT15		1	0.00	0.00T
MMBP-25	Magnetic Mic	Magnetic Mic. 1/25	39.95	2	31.20	62.40T
C-MCB	Havis	Mic Clip Bracket. 7/25	20.00	1	14.00	14.00T
		***Flashlight				
75866	Streamlight	Streamlight 75866 Stinger DS 425-Lumen Bright Rechargeable Dual Switch LED Flashlight with 120V AC/12V DC Smart Charger and 1 Smart Charge Holder, Black. 4/25	230.89	1	140.27	140.27T
		***Officer Dome				

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120201

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
3SRCCDCR	Whelen	3 inch Round Compartment Light Combination Red-Clear. 1/25	104.00	1	67.60	67.60T
		***Weapon Mount				
GK10291S1LHK	Setina	"Dual T-Rail Mount 1 Small 1 Large Handcuff Key Override" 8/25	479.00	1	362.12	362.12T
		***Prisoner Containment				
PK1126ITU20TM	Setina	Ford Utility PI 2020+ "#10XL C Horizontal Sliding Window Coated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen XL Panel Partition TM (Tall Man) 8/25	1149.00	1	868.64	868.64T
480093	Rigid	A-Series High Power Single White. Black Housing. 4/25	111.99	1	76.43	76.43T
WK0514ITU20	Setina	2020 + PI Utility Window Barrier VS Steel Vertical 6/25	329.00	1	248.72	248.72T
DK0100ITU20	Setina	2020-23 Ford Utility PI "Door Panel VS TPO Plastic Black Installs Over OEM Door Panels" 6/25	339.00	1	256.28	256.28T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

MHQ OF ARIZONA
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120201

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
QK2141ITU25	Setina	"Full REPLACEMENT Transport Seat for Utility 2025 + TPO Plastic With SETINA SMARTBELT SYSTEM *INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Area Rear Partition" 8/25	2509.00	1	1,896.80	1,896.80T
		***Side Cargo Window Lighting				
PSJ02FCR	Whelen	Strip-Lite™ Plus Series, J - Red / Blue. KB026 1/25	218.00	2	141.70	283.40T
PSBKT90	Whelen	90° Mounting Bracket for 1 Strip-Lite Plus™ Lighthead 1/25	32.00	2	20.80	41.60T
		***Cargo Box				
SBX-3003	Havis	Open Storage Drawer Topper. SP 8/25	274.00	1	191.80	191.80T
SBX-1004	Havis	Large Modular Storage Drawer with Medium-Duty Lock 5/25	1393.00	1	975.12	975.12T
SBX-4010	Havis	Drawer Connector Kit, Needed only when stacking more than one drawer. SP 8/25	79.00	1	55.30	55.30T
SBX-5004	Havis	Modular Storage Drawer Mount for 2020-2024 Ford Interceptor Utility SP 8/25	867.00	1	606.90	606.90T
		***Cargo Under Hatch Lighting with rocker				
480093	Rigid	A-Series High Power Single White. Black Housing. 4/25	111.99	1	76.43	76.43T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120201

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
480043	Rigid	A-Series Low Power Single Red. Black Housing. 5/25	101.99	1	69.60	69.60T
		***Rear Exterior Hatch Lighting				
TSS0JC	Whelen	T-SERIES SURFACE MT TRIO R/B/W. 8/25	221.00	2	143.645	287.29T
		***MISC. / Labor				
		***Antenna				
KB-GPSB5G	Panorama Anten...	MULTI-BAND (1-Cell, 1- WiFi, 1-GPS and Whip). 5/25	187.19	1	159.21	159.21T
ASFC-155-U2-B1	Panorama	Antenna Element Tri Band 155-160 MHz 450-520 MHz 746-806 MHz	64.00	1	66.12	66.12T
KB-C23F-5T	Panorama Anten...	FME(ftd) TNC(ftd) 5 meter CS23 cable,Whip Cable TNC (Harris). 3/23	19.08	1	19.08	19.08T
KB-C29T-5SJ	Panorama Anten...	TNC(M)-SMA(F) 5 meter CS29 CABLE ASSY CELL CABLE-TNC. 3/25	41.20	1	35.05	35.05T
KB-C32SP-5T	Panorama Anten...	5 meter CS32 CABLE ASSY SMA(m) - TNC(m),Wi-Fi Cable - TNC. 4/25	28.84	1	24.53	24.53T
KB-C23FP-5T	Panorama Anten...	FME(m)-TNC(m) CS23 5 meter CABLE,GPS Cable - TNC. 7/25	18.14	1	18.14	18.14T
		***Misc.				
Materials		Misc Shop Supplies and Materials		1	265.00	265.00T
Shipping		Shipping		1	485.00	485.00

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ▪ EQUIPMENT ▪ GEAR

Quote

Date	Estimate #
8/27/2025	120201

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
Labor AZ	MHQ of AZ	EVT Certified Installation Labor	135.00	81	110.00	8,910.00

Please contact Brian Shaw @ 480-848-9994 with any questions. Thank you for your business.

Subtotal	$30,669.54
Sales Tax (7.8%)	$1,659.41
Total	$32,328.95

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

MHQ OF ARIZONA
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120203

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
		Contact Name: Doug Brinkerhoff Contact Number: 928-537-5091 e-mail: Dbrinkerhoff@showlowaz.gov Vehicle/Year: Ford F-150 / 2026 Type: Admin Unit # REV #				
AZ DPS Contract 4/24		New AZ Upfitting Co-Op Contract Number CTR049798-3, 4/24 Extended to 8/30/25.			0.00	0.00T
CSP	CSP	Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas etc. Any items not functioning once installed will be diagnosed at $95.00 per hr. repair items will be quoted Separately. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: 1) Radio ***Front of Vehicle ***Pushbar and Lighting, Speaker			0.00	0.00T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

EMERGENCY & SERVICE SOLUTIONS...
VEHICLES EQUIPMENT GEAR

Quote

Date	Estimate #
8/27/2025	120203

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
BK2019FDT21F150	Setina	"PB450L4 With WHELEN ION TRI-COLOR" 2021+ Ford F-150. 6/25	1179.00	1	891.32	891.32T
		***Speaker, Locate behind Bumper				
SA315P	Whelen	Siren speaker, Not a Package, 123db. KB026. 1/25	465.00	2	302.25	604.50T
SAK1	Whelen	Universal Siren Speaker Mounting Bracket. 1/25	53.00	2	0.00	0.00T
		***Take Down & Scene w/R/B				
PM435-RB	Nacho	Quatro Supreme set - Red/Blue. 2/25	579.99	1	469.79	469.79T
		***Alley Side Lighting				
914313	Rigid	SR-Q Series PRO, Professional race output. 2.93 amp. 4752 Raw Lumens. 6/25	264.99	1	180.86	180.86T
CEM16	Whelen	New! 16 Output, 4 Input WeCanX™ Expansion Module. KB 026. 8/25	292.00	1	189.80	189.80T
COREHEXP16L	K Bruce Co.	CEM16 output harness kit, J-6 (8’), J-5 (8’). 5/25	146.00	1	132.60	132.60T
		***Side LIghting				
TCRWX5-DUO	Whelen	WeCanX TRACER DUO 5-LAMP HOUSING. See Drawing, PROMO# KB026. 8/25. Mount Included in Drawing	1841.00	2	992.60	1,985.20T
		***Lighting Package				

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

Quote

Date	Estimate #
8/27/2025	120203

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
INNER EDGE DUO Bun...	Whelen Pkg	Includes: C399 CORE Siren Controller. XLP or FST Front Inner EDGE (see drawing) RST Rear Inner Edge (see drawing). CCTL* control head. C399K* OBDII cable, & Hook Kit, Photocell. KB 026 1/25	6786.00	1	2,793.70	2,793.70T
C399-PKG	Whelen	CENCOM CORE WCX CONTROL CENTER. Included in Bundle KB 026. 1/25 ***Front Int Bar	1411.00	1	0.00	0.00T
BSFW47Z - PKG	Whelen	Front FST WCX Inner Edge, 10 lamp DUO. F-150 2021 +. ***Rear Int Bar ***Bring on White with Reverse	1905.00	1	0.00	0.00T
BSRW12 - Pkg	Whelen	See Drawing 6/25	2478.00	1	0.00	0.00T
CCTL7 - PKG	Whelen	4 pos. slide switch, 21 push button, Microphone. 1/25	473.00	1	0.00	0.00T
C399SP-PKG	Whelen	SCANport KIT FOR C399. 1/25 ***Driver Door Light On only in Code.	189.00	1	0.00	0.00T
TMS0K	Whelen	Mini T-Series surface mount lighthead DUO. Red / Amber. 8/25	158.00	1	102.70	102.70T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

Quote

Date	Estimate #
8/27/2025	120203

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
		***Radar				
806-0036-00	Stalker	DSR 2 Antenna Radar. 8/25	3671.95	1	3,671.95	3,671.95T
		***Console				
C-VSW-1700-F150-PM-...	Havis	12.5" Wide Flat 17" Vehicle-Specific Console With Internal PocketJet 8 Printer Mount For 2021-2024 Ford F-150 Police Responder, Special Service Vehicle (SSV), 2023-2024 Ford F-250, 350, 450 XL & XLT Super Duty Pickup, F-450 & 550 Cab Chassis & F-600 Chassis Cab 1/25	1,238.00	1	866.60	866.60T
CUP2-1004	Havis	Self-Adjusting Double Cup Holder 4" (Fixed Mount). 8/25.	67.00	1	46.90	46.90T
C-ARM-102	Havis	Side Mount Armrest. 6/25 SP	97.00	1	74.83	74.83T
C-HDM-214	Havis	8.5" Heavy Duty Telescoping Pole, Side Mount. 6/25	190.00	1	146.57	146.57T
C-MD-119	Havis	11" Slide Out Locking Swing Arm with Low Profile Motion Adapter. SP 8/25	379.00	1	265.30	265.30T
DS-DELL-436N-3	Havis	Docking Station for Dell Pro Rugged 14? and 13?, 5430, 7330, 5420, 5424, & 7424 Notebooks With Standard Port Replication & Triple Pass-Thru Antenna Connections & Havis Power Supply. SP 8/25	1360.00	1	952.00	952.00T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

MHQ OF ARIZONA
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120203

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
PJ862	Brother	PocketJet 8, 200dpi, 8.5 Width, Thermal Printer with USB C Connectivity/Charging, Bluetooth, 2 Year Premier Warranty (Printer only, requires DC power or optional battery, USB cable, and printing supplies)	628.48	1	544.69	544.69T
14331	Gamber Johnson	Brother Car Adapter 14ft. P/N LB3692-003		1	32.18	32.18T
Materials		USB etc.		1	35.00	35.00T
C-EB30-HXL-1P	Havis	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Harris/L3Harris XL control head. 4/25	33.00	1	0.00	0.00T
C-EB40-CCS-1P	Havis	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom, CORE CCSRN, CCSRNTA, MPC03, CCTL7, CCTI6. 6/25	39.00	1	0.00	0.00T
BCT15X	Uniden	Uniden BearTracker Scanner (BCT15X) with 9,000 Channels, TrunkTracker III Technology, Base/Mobile Design, Close Call RF Capture Technology with Location-Based Scanning, - Black Color. 7/24	234.40	1	225.72	225.72T
C-EB30-U15-1P	Havis	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Uniden BCT15		1	0.00	0.00T
MMBP-25	Magnetic Mic	Magnetic Mic. 1/25	39.95	2	31.20	62.40T
C-MCB	Havis	Mic Clip Bracket. 7/25	20.00	1	14.00	14.00T
		***Flashlight				

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120203

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
75866	Streamlight	Streamlight 75866 Stinger DS 425-Lumen Bright Rechargeable Dual Switch LED Flashlight with 120V AC/12V DC Smart Charger and 1 Smart Charge Holder, Black. 4/25	230.89	1	140.27	140.27T
		***Officer Dome				
3SRCCDCR	Whelen	3 inch Round Compartment Light Combination Red-Clear. 1/25	104.00	1	67.60	67.60T
		***Weapon Mount				
GK10291S1LHK	Setina	"Dual T-Rail Mount 1 Small 1 Large Handcuff Key Override" 8/25	479.00	1	362.12	362.12T
GF1382FDT15F150	Setina	T-Rail Mount Kit Free Standing 9/24	369.00	1	278.96	278.96T
		***Cargo Box				
XF4	Decked	Ford F-150 Aluminum (2015-Current) 5'6". 1/25	1599.99	1	1,456.00	1,456.00T
		***Rear Under Tail Gate				
TSS0JC	Whelen	T-SERIES SURFACE MT TRIO R/B/W. 8/25	221.00	2	143.645	287.29T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120203

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	2026 PIU Patrol, Wh...

Item	MFG	Description	MSRP	Qty	Price	Total
		***Tail Flash				
ETFBSSN-P	SoundOff Signal	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s. 7/25. SOS 2.5% Tariff.	110.70	1	71.95	71.95T
		***MISC. / Labor				
		***Antenna				
KB-GPSB5G	Panorama Anten...	MULTI-BAND (1-Cell, 1- WiFi, 1-GPS and Whip). 5/25	187.19	1	159.21	159.21T
ASFC-155-U2-B1	Panorama	Antenna Element Tri Band 155-160 MHz 450-520 MHz 746-806 MHz	64.00	1	66.12	66.12T
KB-C23F-5T	Panorama Anten...	FME(ftd) TNC(ftd) 5 meter CS23 cable,Whip Cable TNC (Harris). 3/23	19.08	1	19.08	19.08T
KB-C29T-5SJ	Panorama Anten...	TNC(M)-SMA(F) 5 meter CS29 CABLE ASSY CELL CABLE-TNC. 3/25	41.20	1	35.05	35.05T
KB-C32SP-5T	Panorama Anten...	5 meter CS32 CABLE ASSY SMA(m) - TNC(m),Wi-Fi Cable - TNC. 4/25	28.84	1	24.53	24.53T
KB-C23FP-5T	Panorama Anten...	FME(m)-TNC(m) CS23 5 meter CABLE,GPS Cable - TNC. 7/25	18.14	1	18.14	18.14T
		***Misc.				
Materials		Misc Shop Supplies and Materials		1	265.00	265.00T
Shipping		Shipping		1	385.00	385.00
Labor AZ	MHQ of AZ	EVT Certified Installation Labor	135.00	62	110.00	6,820.00

Subtotal	$24,744.93
Sales Tax (7.8%)	$1,368.11
Total	$26,113.04

Please contact Brian Shaw @ 480-848-9994 with any questions. Thank you for your business.

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

Quote

Date	Estimate #
8/27/2025	120204

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Bronco Support, 8/25

Item	MFG	Description	MSRP	Qty	Price	Total
		Contact Name: Doug Brinkerhoff Contact Number: 928-537-5091 e-mail: Dbrinkerhoff@showlowaz.gov Vehicle/Year: Ford Bronco / 2026 Type: Support Services Unit # REV #				
AZ DPS Contract 4/24		New AZ Upfitting Co-Op Contract Number CTR049798-3, 4/24 Extended to 8/30/25.			0.00	0.00T
CSP	CSP	Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas etc. Any items not functioning once installed will be diagnosed at $95.00 per hr. repair items will be quoted Separately. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: 1) Radio ***Front of Vehicle ***Speaker, Locate behind Bumper			0.00	0.00T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

Quote

Date	Estimate #
8/27/2025	120204

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Bronco Support, 8/25

Item	MFG	Description	MSRP	Qty	Price	Total
SA315P	Whelen	Siren speaker, Not a Package, 123db. KB026. 1/25	465.00	1	302.25	302.25T
SAK1	Whelen	Universal Siren Speaker Mounting Bracket. 1/25	53.00	1	0.00	0.00T
		***Take Down & Scene w/R/B				
PM435-RB	Nacho	Quatro Supreme set - Red/Blue. 2/25	579.99	1	469.79	469.79T
Materials		A-Pillar Mounting		1	49.00	49.00T
		***Side LIghting				
TCRWX5-DUO	Whelen	WeCanX TRACER DUO 5-LAMP HOUSING. See Drawing, PROMO# KB026. 8/25.	1841.00	2	992.60	1,985.20T
TCRLBKT	Whelen	New! 1 "L" Bracket and Hardware, See Tracer™ Description for Quantity Required. 10/22	14.00	12	0.00	0.00T
		***Driver Door Light On only in Code.				
TMS0K	Whelen	Mini T-Series surface mount lighthead DUO. Red / Amber. 8/25	158.00	1	102.70	102.70T
HHS3200	Whelen	HHS Series Siren. Hand-Held Siren, With 9 Relays for Switching. Will Operate up to Two 100 Watt Speakers. KB026. 4/25	750.00	1	750.00	750.00T
MMBP-25	Magnetic Mic	Magnetic Mic. 1/25	39.95	2	31.20	62.40T
C-MCB	Havis	Mic Clip Bracket. 7/25	20.00	1	14.00	14.00T

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

MHQ OF ARIZONA
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES ■ EQUIPMENT ■ GEAR

Quote

Date	Estimate #
8/27/2025	120204

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Bronco Support, 8/25

Item	MFG	Description	MSRP	Qty	Price	Total
		***Flashlight				
75866	Streamlight	Streamlight 75866 Stinger DS 425-Lumen Bright Rechargeable Dual Switch LED Flashlight with 120V AC/12V DC Smart Charger and 1 Smart Charge Holder, Black. 4/25	230.89	1	140.27	140.27T
		***Officer Dome				
3SRCCDCR	Whelen	3 inch Round Compartment Light Combination Red-Clear. 1/25	104.00	1	67.60	67.60T
		***Rear Arrow				
TCRWX4	Whelen	WeCanX TRACER 4-LAMP HOUSING and TCRL* SOLO LIGHTHEADS. "L" Bracket Mounting (5 Required) Purchase Separately. promo# KB026 CORE PKG 122. 6/23	1213.00	1	651.30	651.30T
		***Rear Tail Gate				
PSD02FCR	Whelen	STRIPLITE+ DUO FLASHER RED/WHT "KB026" 1/25	218.00	1	141.70	141.70T
PSE02FCR	Whelen	STRIPLITE+ DUO FLASHER BLU/WHT PROMO# KB026 1/25	218.00	1	141.70	141.70T
		***Tail Flash				

MHQ of Arizona

550 N 54th Street
Chandler AZ 85226
(833) 455-0503

EMERGENCY & SERVICE SOLUTIONS... VEHICLES EQUIPMENT GEAR

Quote

Date	Estimate #
8/27/2025	120204

Name / Address	Ship To
Show Low Police Department 411 E. Duce of Clubs Show Low, AZ 85901	MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Bronco Support, 8/25

Item	MFG	Description	MSRP	Qty	Price	Total
ETFBSSN-P	SoundOff Signal	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s. 7/25. SOS 2.5% Tariff.	110.70	1	71.95	71.95T
		***MISC. / Labor				
		***Antenna				
KB-GPSB5G	Panorama Anten...	MULTI-BAND (1-Cell, 1- WiFi, 1-GPS and Whip). 5/25	187.19	1	159.21	159.21T
KB-ASFC-155-U2-B1	Panorama Anten...	FLEXI 155MHz/U2/780MHz COMPRSD ANT,VHF/UHF/700 MHz. 4/25	85.20	1	66.12	66.12T
KB-C23F-5T	Panorama Anten...	FME(ftd) TNC(ftd) 5 meter CS23 cable,Whip Cable TNC (Harris). 3/23	19.08	1	19.08	19.08T
KB-C29T-5SJ	Panorama Anten...	TNC(M)-SMA(F) 5 meter CS29 CABLE ASSY CELL CABLE-TNC. 3/25	41.20	1	35.05	35.05T
KB-C32SP-5T	Panorama Anten...	5 meter CS32 CABLE ASSY SMA(m) - TNC(m),Wi-Fi Cable - TNC. 4/25	28.84	1	24.53	24.53T
KB-C23FP-5T	Panorama Anten...	FME(m)-TNC(m) CS23 5 meter CABLE,GPS Cable - TNC. 7/25	18.14	1	18.14	18.14T
		***Misc.				
Materials		Misc Shop Supplies and Materials		1	265.00	265.00T
Shipping		Shipping		1	385.00	385.00
Labor AZ	MHQ of AZ	EVT Certified Installation Labor	135.00	41	110.00	4,510.00

Please contact Brian Shaw @ 480-848-9994 with any questions. Thank you for your business.

Subtotal	$10,431.99
Sales Tax (7.8%)	$431.89
Total	$10,863.88

MTG DATE: 9/2/2025
ITEM: 7.J

City of Show Low
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Resolution No. R2025-37 Approving First Amendment to Intergovernmental Agreement with Show Low School District for Distribution of Media Equipment (Anna Atencio)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2025-37, approving the First Amendment to the Intergovernmental Agreement for Mutual Use of Facilities and Assignment of School Resource Officer with the Show Low School District.

BACKGROUND

The Show Low School District and City have partnered and worked together for at least 52 years, with the first known Intergovernmental Agreement (IGA) between the parties in 1973. The goals of the current IGA, originally entered in 2016, amended and renewed in 2021, have been to maximize the use of recreational and training opportunities and provide for school resource officers.

The City has outdated media equipment that was offered but not sold at public auction. City staff are proposing an amendment to the current IGA, which would allow for the transfer of said media equipment. The City's media team, in conjunction with the school's media instructor, would provide instruction on the equipment. In exchange for the equipment and instruction, the school would participate in City projects and events alongside media students and staff, taking photos and videos. The photos and videos would be available to the City for unlimited use at no additional cost.

Staff recommends adopting Resolution No. R2025-37 approving the First Amendment to the Intergovernmental Agreement for Mutual Use of Facilities and Assignment of School Resource Officer.

ATTACHMENTS

1. Resolution No. R2025-37
2. Amendment to School IGA

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2025-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, AUTHORIZING FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHOW LOW, ARIZONA AND THE SHOW LOW UNIFIED SCHOOL DISTRICT FOR MUTUAL USE OF FACILITIES AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

RECITALS:

WHEREAS, the City of Show Low and the Show Low Unified School District are authorized pursuant to Arizona Revised Statute § 11-952 to enter into this agreement; and

WHEREAS, the City and the School District entered into an Intergovernmental Agreement for the Mutual Use of Facilities and Assignment of School Resource Officer ("Agreement") on October 20, 2021; and

WHEREAS, the City and School District desire to amend the Agreement to include the disposition of certain media equipment which was offered at public auction but were not bid on and not sold at public auction; and

WHEREAS, the Show Low High School media class has expressed a desire to utilize the equipment in their class; and

WHEREAS, the City and the School District desire to work collaboratively to utilize the equipment for the benefit of both the City and the School District.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby authorize the City to enter into the First Amendment to the Intergovernmental Agreement for Mutual Use of Facilities and Assignment of School Resource Officer with the Show Low Unified School District #10.

BE IT FURTHER RESOLVED All other provisions of the Intergovernmental Agreement shall remain as agreed upon on October 20, 2021, unless expressly revised or addressed hereinafter.

BE IT FURTHER RESOLVED, authorizing the Mayor to sign said agreement.

PASSED AND ADOPTED this 2nd day of September, 2025, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna Atencio, City Attorney

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR MUTUAL USE OF FACILITIES AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER
Between City of Show Low and Show Low Unified School District

THIS AMENDMENT IS MADE THIS 5th DAY OF August, 2025 between the City of Show Low, an Arizona Municipal Corporation, ("City"), and **Show Low Unified School District**, ("School District").

WHEREAS, the City and the School District entered into an Intergovernmental Agreement for the for Mutual Use of Facilities and Assignment of School Resource Officer ("Agreement") on October 20, 2021; and

WHEREAS, the City and School District desire to amend the Agreement to include the disposition of items which are offered at public auction but are not bid on and not sold at public auction; and

WHEREAS, the City has media equipment from Show Low TV that was not bid on and not sold at public auction; and

WHEREAS, the Show Low High School media class has expressed a desire to utilize the equipment in their class; and

WHEREAS, the City and the School District desire to work collaboratively to utilize the equipment for the benefit of both the City and the School District; and

WHEREAS, the City will provide the media equipment to the School District for use in the media class(s), assist in the instruction on the use of the equipment, and the School District would provide students, under the direction of school staff, on an ongoing basis, to assist the City in media projects around the City, which may include weekends, with specific projects determined by City and the School District media staff. The work product of the students during the media projects will be available to the City for unlimited use at no cost.

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

The City will provide media equipment which was unsold at a public auction, as described in Exhibit A, attached hereto and incorporated herein, to the School District for use in the media class(s), assist in the instruction on the use of the equipment, and the School District would provide students, under the direction of school staff, on an ongoing basis, to assist the City in media projects around the City, which may include weekends, with specific projects determined by City and the School District media staff.

The work product of the students during the media projects will be available to the City for unlimited use at no cost.

All other provisions of the IGA shall remain as agreed upon on October 20, 2021, unless expressly revised or addressed hereinafter.

Any inconsistencies between this Amendment and the IGA shall be controlled by the provisions of this Amendment.

IN WITNESS WHEREOF, the parties to this Amendment to Intergovernmental Agreement for the for Mutual Use of Facilities and Assignment of School Resource Officer have caused their names to be affixed hereto by their duly authorized officers.

CITY OF SHOW LOW

By: ____________________________
John Leech, Jr., Mayor

SHOW LOW UNIFIED SCHOOL DISTRICT

By: _______________________________
John Larsen, School Board President

Attest:

____
Rachael Hall, City Clerk

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.

____
Anna M. Atencio, City Attorney

____
Denise Lowell-Britt, School District Attorney

EXHIBIT A

#	Item			
1	(4) JVC Cameras with 3 controllers, 3 monitors, & associated cables & attachments			
2	Tricaster 410 Plus w/control surface & 3 monitors			
3	Eartech Comstar Headsets			
4	Teleprompter			
5	Saramonic Lapels, Azden Lapel & Handheld Microphones, Samson Lapel mics			
6	Telex Wired Studio Headset System & mics			
7	GoPro Gimbal			
8	Glide Cam & Associated attachments			
9	Jib & Associated attachments and gear			
10	SDI Conversion/Distribution Equipment			
11	Encoder, Backup Recorder, Monitor, Live bug units			
12	Datavideo 4 monitor rack mount			
13	Box of old cables for monitors and cam gear.			
14	3 old tripods			
15	Black Desk for Rack Mount Equipment			

MINUTES OF THE STUDY SESSION OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, AUGUST 5, 2025, AT 5:30 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 5:30 p.m.

2. Roll Call.

   COUNCIL MEMBERS PRESENT: Mayor Leech, Vice Mayor Kakavas (arrived at 5:37 p.m.), Councilman Adams, Councilman Clark, Councilman Hatch, Councilman Judd, and Councilman Whipple.

   COUNCIL MEMBERS ABSENT: None.

   STAFF MEMBERS PRESENT: F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Shane Hemesath, Public Works Director; Chris Reid, City Engineer; Jeff McNeil, Police Commander; Trampas Johnston, Engineering Project Manager; Steve North, Economic Development Director; and Rachael Hall, City Clerk.

   GUESTS: Zach Barlow, Fritz Behrhorst, John Kane, and Chris Ford.

3. Show Low Sports and Event Center Presentation by Haydon Companies, LLC

   Mr. Brown said at last month's meeting, the City Council awarded the pre-construction contract for the new Show Low Sports and Events Center (Center) design-build. He said this meeting would be further discussion to talk more in depth about the design of the Center with City Council, staff, and the City's contractor Haydon, Architekton, and 4Line Studio representatives.

   Mr. Hemesath gave an overview of the project. He said during the planning stages for the past few years, the City had been working with Sports Facility Companies (SFC) to develop a facility feasibility study and operational estimates for the Center. During the procurement process for the design phase, the City retained SFC to be an advisor for the project to assist in optimizing the design of the building. SFC reviewed the original Request for Qualifications (RFQ) and provided some guidance and suggestions on court count, suggesting a six-court count based on regional use, plan for the facility, and the City's budget. They also recommended telescopic seating to optimize the space. He said the City would continue to use SFC as an advisor for the next few months.

   Mr. Hemesath said the pre-construction contract that was awarded at the July 15, 2025 regular Council meeting was broken into four phases. The first phase of the program was the conceptual design phase and was scheduled to last 12 weeks. The phase included dialogue between the design team and City stakeholders to work on a progressive design and fit the project to the City's budget. He said the next phase was the schematic design phase, which was scheduled to last 12 weeks. This was when the design team would work with the City to develop the conceptual design to a schematic level, with focus on the interior and exterior design features and decor elements. He said the third phase was the design-development phase, which would last 14 weeks. The design team would develop the building emblem, wall materials, window work, and interior finishes. He said they would start discussions about furniture, fixtures, and equipment during this phase. He said the final phase was the construction-document phase, which would last 14 weeks. The final plans would be prepared for contractor permitting and for bidding for subcontractor work. He said hopefully they could start some site grading and utility work done during this phase. Mr. Hemesath said during the design process, staff would hold weekly meetings with the contractor.

Mr. Johnson gave an overview of bond scenarios for debt service only for this project. He said the scenarios did not include operating costs for the Center. He said the City had budgeted $14.3 million for the project. Interest rates were around four percent, but would depend on different factors and could be more or less depending on what the City decided to do for the project. He said if the project cost was $35 million, the bond total would be $20.7 million. For a 20-year bond, the City would be looking at a $1.5 million yearly payment. He said if the project cost was $40 million, the bond total would be $25.7 million, and, for a 20-year bond, the yearly payment would be $1.8 million. He said if the project cost was $44.3 million, the bond total would be $30 million, and, for a 20-year bond, the yearly payment would be $2.2 million.

Mr. Johnson highlighted that the City would have a $1.58 million yearly payment in annual debt service retiring in July 2027, which would accommodate the first scenario payment. He said in addition to that, the first full year of collecting the bed tax had a revenue of $650,000. He said the scenarios did not include operating costs, and according to SFC's pro forma, it would take three to five years for the facility to be able to cover its own operating costs.

Mr. Johnson also highlighted other projects the City might have coming up to monitor the budget. Some of the projects included the Woolford Road extension, future sports fields, and a new aquatic center.

Councilman Clark asked for clarification on the criteria for the committee that selected the contractor for the project. Mr. Hemesath said the criteria was based on state-statute requirements. He said the members of the committee were Mayor Leech, Morgan Brown, Justin Johnson, Bill Kopp, Trampas Johnston, one licensed contractor, and himself.

Councilman Clark expressed concerns regarding the input of previous community members who served on a committee for the project but were not on the selection committee for the project's contractor. He expressed frustration over the delayed receipt of consultant memos and asked for relevant documents to be sent to the Council to inform decision-making.

Chris Ford, Principal Architect at 4Line Studio, LLC, who was the project lead for the Center, gave a brief recap of the design presentation that was presented at July's Council meeting. He reviewed initial design comments, such as the desire of the Council to incorporate a walking track and the location of the front door relative to the overall presentation on Woolford Road. He said they were looking for the Council's general feedback regarding the design of parking, flooring, seating, etc. He said the area was 9.6 acres of land located off Woolford Road. The Center itself was roughly 83,500 square feet with 4,500 retractable seats, 430 parking spaces, and six high school-level basketball courts. He said it was very important to make sure that the court layout was as flexible as possible to accommodate as many different configurations as possible. He showed multiple performance layouts and court layouts for basketball, volleyball, pickleball, wrestling, and cheer. He said it was designed to be as efficient and as flexible as possible.

Mr. Ford showed the design of the building and said staff came up with the idea of "The Bluff" theme to tie the building into the community itself, with the Center being constructed on Show Low Bluff and having a deck of cards on the sign to tie into Show Low's history. He said they used the geological definition of what a bluff is and applied it to the look of the building itself, with the use of metal panel variations to mimic those geological formations nearby.

Mr. Ford reviewed the community rooms, food truck plaza space, community space, and indoor walking track. He said staff originally designed the walking track on the ground level, which could be used when the seating was retracted; however, after talking with the Council, they came up with another design of an elevated walking track that would be at the top of the retractable seats. He said adding a two-story elevated walking track would add to the cost of the project due to square footage being added, along with stairs, elevator, etc. This portion of the project would be part of the decision-making over the next 12 weeks.

John Kane, with Architekton, said some advantages of having the elevated walking track were taking advantage of the views that a two-story building would provide, along with natural lighting into the building. He said another advantage would be that during certain events, that space could be used as additional seating. He said staff could do a deeper dive into what would be needed in the design and additional budget costs if the Council decided to go with an elevated walking track.

Mayor Leech asked how much an elevated walking track would cost. Fritz Behrhorst, Vice President of Pre-Construction with Haydon Companies, LLC, said he did not have the exact amount, but he predicted about a $1-2 million added cost to the project.

Councilman Whipple asked for seating clarification and if seating was available if all six courts were being used. Mr. Kane said that with the retractable seating, they would be in bays, which would allow for different configurations of deployed seating to be determined by the event or what was needed. He said during a championship game with one court being used, all the seating would be deployed. He said if all six courts were being used, then the retractable seating would not be deployed. He said that due to the City's budget, the building was not designed to have deployed seating when all six courts were in use. Mr. Hemesath said SFC advised the City that other venues used seating options for tournaments, such as collapsible three-row bleachers.

Mr. Kane said understanding the needs of the Center was the important information their team needed to design the Center and know what type of seating was needed for the majority of use of the building.

Mr. Ford said the other item brought up during the last presentation was the positioning of the building, and how it would sit relative to Woolford Road. He said the building was positioned intentionally, mainly for budgetary and efficiency purposes. The idea was to put parking on the steeper piece of the site, versus the building itself, and have the front entrance of the building open to the parking for clear wayfinding for visitors. While the rear of the building was the first thing that people would see, the design of the building as a whole was made to seem as though it was rising up out of the landscape as people were driving up Woolford Road. He said there were opportunities to dress up the rear of the building architecturally.

Mr. Ford reviewed a second design for the positioning of the building on the site, with the front of the building facing Woolford Road. He said this design was not a cost-neutral solution and would require a realignment of Woolford Road. While it was the same number of parking spaces, the same acreage of disturbance, and the same building as shown, this was now working against the grades, with the building running long ways across the slope.

Mayor Leech said he preferred the look and positioning of the initial design, but would like the back of the building designed better. Mr. Ford said from a functional standpoint and visitor experience, he agreed that the original scheme worked best and believed the design team could achieve the look that Council preferred. Councilman Adams agreed with the original design and scheme of the building placement.

Mr. Ford said staff was looking for feedback from the Council on the overall aesthetic vision of the facility. He said the aesthetics would evolve over the next 12 weeks, but wanted to know the Council's thoughts on the initial design and if it was in line with the City's vision.

Mayor Leech advised incorporating wood into the design aesthetics. Councilman Adams said he really liked the design. Vice Mayor Kakavas said she would like to see some stone incorporated into the design.

Mr. Ford then reviewed the design expectations for parking quantity and level of quality. He said that with the site layout, their design team came up with 430 parking spaces. He said there was potential to expand the parking lot, which would not be a cost-neutral addition to the project. He said the parking lot expansion was relatively expensive given how steep the grade was at the site, but the design team wanted to know the expectations from the City on parking lot spaces.

Mayor Leech asked if the parking was adequate. Mr. Hemesath said that currently, the parking was under the number that was needed for that size of building. Mr. Ford believed the project was around 200 parking spaces short of meeting code. Mr. Ford said he believed there could be 750 total parking spaces if they were to expand into the site they showed on the site plan as "Parking Expansion".

Councilman Clark expressed concerns about not having sufficient parking for events at the facility and creating a bad experience for those visiting the area for an event.

Mr. Kane said that for big events, this facility would not have enough parking space, and the City would need to determine where to direct the overflow vehicles to park.

Mr. Kane said the next item to consider was the flooring type in the facility. He said there was a precept that the court would be a wood court. He said a lot of recreation facilities were now installing a different material, which was a synthetic wood floor. He said it still had the same bounce and performed the same way as a wood court, but with lower maintenance. Also, if the City held different events, such as a concert, staff would not have to cover the wood court for protection against the equipment or chairs brought in for setup. This type of synthetic wood floor was recommended for its durability and multi-use. He said if a wood court was needed for a collegiate championship basketball game, then a portable wood court could be brought in and set up. He said it was important to know what the facility would be used for to know if the synthetic wood floor would suit the facility better than a wood court.

Mr. Kane said the next item to consider was seating. He said the design team was looking for direction on the type of seating the City wanted in the facility. Currently, as it was designed, there were 4,500 seats with bench-style seating. He said if the City preferred individual seating, the number of seats would be reduced to about 3,200 in total. He said it was important to know the expectations of seating quantity and quality to know if the design of the facility needed to be adjusted to accommodate.

Mayor Leech said he liked the polydeck bench or the hybrid bench seating options.

Councilman Clark asked what type of seating was initially in their proposal to fit the budget. Mr. Ford said the polydeck bench seating, which was collapsible seating, was in their initial proposal to hit the $35 million budget. He said this type of seating was typical in a high school basketball arena. He said they tried to go with good commercial-grade on the items they had in their proposal for the facility.

Councilman Clark asked for clarification on the flooring and if there were different grades of the synthetic wood flooring. Mr. Kane said there were two grades, a 7-millimeter and a 12-millimeter. He said one had a different DIN rating than the other and different specific requirements, which a collegiate-level basketball league or higher level of play would require.

Mr. Kane said that, depending on the type of events the City expected to host, it would drive what type of flooring and seating was best for the facility. Mr. Kane said they would get the cost difference and specifications on the different grades sent to the Council. Mr. Kane said they would also need to know the expectations for scoreboards for the facility. He said the type of events the facility would host would determine if the equipment would need to be retractable in the ceiling or if portable equipment was necessary.

Mayor Leech expressed the importance of having seating even when all six courts were in use.

Councilman Clark said he thought the City was at the point where the six-court design made the most sense and expressed having room in between the courts for seating. He said there was a unique opportunity of having an elevated track to allow the views of Porter Mountain and the view overlooking the Bluff, and believed it was a worthwhile additional cost.

Mayor Leech said there would be more meetings to discuss the design, and those meetings would be open for the public to attend.

4. Adjournment

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE STUDY SESSION OF THE SHOW LOW CITY COUNCIL OF AUGUST 5, 2025, AT 6:55 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 Study Session of the City Council of Show Low held on August 5, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _______day of ___________________, 20___.

(SEAL)

____
Rachael Hall, City Clerk

MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, AUGUST 5, 2025, 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 Adams, Councilman Clark, Councilman Hatch, Councilman Judd, and Councilman Whipple.

   COUNCIL MEMBERS ABSENT: None.

   STAFF MEMBERS PRESENT: F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Jeff McNeil, Commander; Shane Hemesath, Public Works Director; Jacob Allen, Airport Manager; Rick Austin, Public Works Operations Manager; Chris Tewalt, Information Technology Manager; Shannon Adams, Grants Coordinator; and Rachael Hall, City Clerk.

   GUESTS: Mike Clements.

3. Invocation.

   Councilman Clark gave the invocation.

4. Pledge of Allegiance.

   Vice Mayor Kakavas led the Council and audience in the pledge of allegiance.

5. **CALL TO THE PUBLIC:**

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

   None.

6. **CONSENT CALENDAR:**

A. Consideration of Non-Commercial Ground Lease with Jarman Aircraft Service, Inc. and Termination of Lease with Alscot, LLC at Show Low Regional Airport (Jacob Allen)

B. Consideration of Resolution No. R2025-33 Committing Local Funds as Leverage for Fiscal Year 2025 Community Development Block Grant Application (Shannon Adams)

C. Consideration of Authorization to Purchase New Kubota Utility Tractor and Kubota Utility Vehicle (Rick Austin)

D. Consideration of Acceptance for 300,000 Gallon Tank Maintenance, City of Show Low Project No. W-6725 (Shane Hemesath)

E. Consideration of Resolution No. R2025-34 Approving Intergovernmental Agreement with Navajo County and Accepting Edward G. Byrne Memorial Justice Assistance Grant Funds and Arizona Local Border Security Funding (Jeff McNeil)

F. Consideration of Approval of Addendum 1 to Agreement for Air Services with Corporate Flight Management, Inc., D/B/A Contour Airlines (Jacob Allen)

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

1. Study Session of July 15, 2025

2. Regular Meeting of July 15, 2025

Councilman Clark declared a conflict on item 6-E (Consideration of Resolution No. R2025-34 Approving Intergovernmental Agreement with Navajo County and Accepting Edward G. Byrne Memorial Justice Assistance Grant Funds and Arizona Local Border Security Funding).

VICE MAYOR KAKAVAS MOVED TO APPROVE THE CONSENT CALENDAR AS PRESENTED EXCEPT FOR ITEM 6E (CONSIDERATION OF RESOLUTION NO. R2025-34 APPROVING INTERGOVERNMENTAL AGREEMENT WITH NAVAJO COUNTY AND ACCEPTING EDWARD G. BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS AND ARIZONA LOCAL BORDER SECURITY FUNDING); SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

VICE MAYOR KAKAVAS MOVED TO APPROVE ITEM 6E (CONSIDERATION OF RESOLUTION NO. R2025-34 APPROVING INTERGOVERNMENTAL AGREEMENT WITH NAVAJO COUNTY AND ACCEPTING EDWARD G. BYRNE MEMORIAL JUSTICE ASSISTANCE

GRANT FUNDS AND ARIZONA LOCAL BORDER SECURITY FUNDING); SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR, AND COUNCILMAN CLARK WITH THE ABSTAINING VOTE.

7. **<u>NEW BUSINESS</u>:**

A. Consideration of Award of Contract for Aquatic Center Pool Replaster and Repair, City of Show Low Project No. 7852648 (Rick Austin)

Mr. Austin said the fiscal year 2025-2026 budget included $225,000.00 for Aquatic Center Capital Improvements to replace the plaster at the City pool. During last year's maintenance closure, the pool was drained for cleaning and inspection. During inspection, it was discovered that in several areas, the plaster in the pool was separating from the concrete. This was confirmed by the City's pool repair contractor, Landmark Aquatic. It was also decided that the plaster replacement could wait until September 22 through October 20, during the scheduled maintenance period, to ensure no additional closures were needed for repairs.

Mr. Austin said that an additional repair would be completed during project closure, involving the sumps that supply water to the slide and the water feature beneath it. This included replacing the existing grate with a new one, at a cost of $9,650.27.

Mr. Austin said staff recommended awarding the contract for pool replastering and repair of the Aquatic Center pool to Landmark Aquatic under City of Tempe Contract Number T24-088-01 in an amount not to exceed $239,000.00 and approving the associated budget transfer.

COUNCILMAN CLARK MOVED TO AWARD THE CONTRACT FOR POOL REPLASTERING AND REPAIR OF THE AQUATIC CENTER POOL TO LANDMARK AQUATIC UTILIZING CITY OF TEMPE CONTRACT NUMBER T24-088-01, IN AN AMOUNT NOT TO EXCEED $239,000.00 AND APPROVING THE ASSOCIATED BUDGET TRANSFER; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

B. Consideration of Authorization to Purchase Council Chambers Video Upgrade Equipment with Professional Services (Chris Tewalt)

Mr. Tewalt said the City had been updating and upgrading the Council Chambers. Staff was focusing on the video system to enhance the viewing experience for both the public and Council members. The current technology was aging, and staff wanted to address the current issues and anticipate and prepare for future challenges. The overall experience would also be enhanced by tuning the sound system, adding wireless microphones, adding gooseneck microphones, replacing all computer monitors, replacing video cabling, upgrading all four televisions, and providing a touch-screen experience for the City Clerk and Show Low TV during meetings.

Mr. Tewalt said that the equipment would be purchased from Corporate Technology Solutions through a state contract.

Mr. Tewalt said staff recommended purchasing the Council Chambers video equipment with professional services from Corporate Technology Solutions, for an amount not to exceed $63,857.11, and authorizing the associated budget transfers.

COUNCILMAN CLARK MOVED TO AUTHORIZE THE PURCHASE OF THE CITY COUNCIL CHAMBERS VIDEO EQUIPMENT WITH PROFESSIONAL SERVICES FROM CORPORATE TECHNOLOGY SOLUTIONS, IN AN AMOUNT NOT TO EXCEED $63,857.11, AND AUTHORIZE THE ASSOCIATED BUDGET TRANSFERS; SECONDED BY COUNCILMAN WHIPPLE; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

C. Consideration of Ordinance No. 2025-04 Amending Chapter 16.55, Section 16.55.070, of Show City Code and Adopting Resolution No. R2025-35 Declaring as Public Record that Document Titled "Revisions to Chapter 16.55, Short-Term Rentals and Vacation Rentals, of the Show Low City Code" (Anna Atencio)

Ms. Atencio said that on March 19, 2024, the Mayor and Council adopted Ordinance No. 2024-02, implementing certain regulations regarding the use of property as a short-term rental to protect the health, safety, and welfare of the City residents. Section 16.55.070 required that short-term rentals post in a conspicuous place the name, phone number, and email address of the owner or designee and emergency point of contact.

Ms. Atencio said the police department had raised a concern that short-term rental owners had stated they placed the required posting inside the home. Thus, Code Enforcement was reluctant to cite for the violation. Despite the definition of "conspicuous," to clarify, staff sought to amend Section 16.55.070 to specify that the required posting be outside the short-term rental and further specify the minimum size and font of the posting.

Ms. Atencio said staff recommended adopting Ordinance No. 2025-04, amending Chapter 16.55, Section 16.55.070, of the Show City Code, and adopting Resolution No. R2025-35 Declaring as public record that document titled "Revisions to Chapter 16.55, Short-Term Rentals and Vacation Rentals, of the Show Low City Code".

Resident Mike Clements addressed the City Council regarding ongoing problems with an Airbnb property located near his residence. He highlighted that the property was a constant source of concern and was well known to the police department. He suggested that permit information be permanently affixed in a large, visible format on the outside front door of the property. He said this would provide immediate access to critical information for first responders.

Mr. Clements also discussed the current ordinance, which allowed for discipline after three verified violations within a 12-month period. He proposed expanding the language to include any combination of three verified violations of the chapter, whether against the property owner, short-term rental tenant, guest, or a guest of the tenant, all within a 12-month period. He explained this change was necessary to close a loophole where property owners might evade accountability by claiming violations were committed by tenants or guests.

BY UNANIMOUS CONSENT, MS. HALL READ ORDINANCE NO. 2025-04 BY TITLE ONLY SINCE ALL COUNCIL MEMBERS HAVE A COPY.

COUNCILMAN JUDD MOVED TO ADOPT ORDINANCE NO. 2025-04 AMENDING CHAPTER 16.55, SECTION 16.55.070, OF THE SHOW CITY CODE AND ADOPTING RESOLUTION NO. R2025-35 DECLARING AS PUBLIC RECORD THAT DOCUMENT TITLED "REVISIONS TO CHAPTER 16.55, SHORT-TERM RENTALS AND VACATION RENTALS, OF THE SHOW LOW CITY CODE"; SECONDED BY MAYOR LEECH.

Mayor Leech asked for clarification regarding the City changing the ordinance regarding short-term rentals. Ms. Atencio said the State Legislature limited cities and towns on what can be regulated on short-term rentals.

Vice Mayor Kakavas asked for clarification regarding the signage requirements. Ms. Atencio said there was not a set size for the required signage. She said staff discussed the best requirements for signage while allowing for privacy for the homeowner.

PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

8. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

None.

B. Mayor

Mayor Leech reminded citizens to drive safely.

C. City Manager

Mr. Brown said the Annual E-Waste & Waste Tire Collection Event would be held on August 23rd from 8 a.m. to noon at the Navajo County Penrod Facility at 251 North Penrod Road in Show Low. This was a free event and for residential drop-off only. For more information, contact Steve North.

Mr. Brown said the City would be hosting a shred event on September 13, from 8:00 a.m. to noon at the south City Hall parking lot. This was a great way for residents to have a proper way to destroy sensitive documents. This was for residential purposes. For more information, please call the city clerk's office.

Mr. Brown expressed the City's condolences to the Adams family for the recent passing of C. Trent Adams.

9. **SCHEDULE OF MEETINGS:**

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

Mr. Brown said the regular City Council meeting on August 19, 2025, would be canceled due to the City Council and staff attending the Annual League of Arizona Cities and Towns Conference.

COUNCILMAN WHIPPLE MOVED TO RECESS INTO EXECUTIVE SESSION FOR DISCUSSION WITH THE CITY ATTORNEY REGARDING OPIOID SETTLEMENT AGREEMENTS; SECONDED BY COUNCILMAN JUDD, PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

The Show Low City Council recessed into Executive Session at 7:29 p.m.

10. **EXECUTIVE SESSION:**

A. Confidentiality Statement

B. City Council may hold an executive session pursuant to A.R.S. § 38-431.03(A)(3), (4) & (6), discussion or consultation with the attorney or attorneys of the public body for legal advice; to consider its position and instruct its attorneys regarding contemplated litigation or settlement discussions conducted in order to avoid or resolve litigation; or negotiations with members of a tribal council.

1. Discussion regarding the Opioid Settlement Agreement with Purdue Pharma L.P. and Sackler Family

2. Discussion regarding the Opioid Settlement Agreement with Alvogen, Ameneal, Apotex, Hikma, Invidior, Sun, and Zydus

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 18, 2025

2. Executive Session Minutes of May 6, 2025

11. **POST EXECUTIVE SESSION:**

The Show Low City Council reconvened to Open Session at 7:34 p.m.

A. Consideration of any item on the Executive Session portion of this agenda, which the City Council may wish to take action upon in Open Session.

1. Consideration of Approval of Opioid Settlement Agreements

MAYOR LEECH MOVED TO APPROVE OPIOID SETTLEMENT AGREEMENTS; SECONDED BY VICE MAYOR KAKAVAS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

2. Consideration of Approval of the Minutes of the Executive Session of the Show Low City Council held on March 18, 2025 and May 6, 2025

Executive Session minutes would be reviewed at a future meeting.

12. **ADJOURNMENT:**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF AUGUST 5, 2025, AT 7:35 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 July 15, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ______ day of __________________, 20___.

(SEAL)

____
Rachael Hall, City Clerk

MTG DATE: 9/2/2025
ITEM: 8.A

City of Show Low
STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Approval of Three-Year Service Agreement with Sparklight (Chris Tewalt)

RECOMMENDATION

I **MOVE** to approve the three-year service agreement with Sparklight, not to exceed $118,044.00 over the three-year period.

BACKGROUND

The City is currently using a one-gigabit internet connection from Frontier as its primary internet connection at $2,526.00 per month, with Sparklight providing a 150 megabit per second internet connection at $150.00 per month as a secondary or backup.

With the addition of future fiber interconnectivity, upgrading the internet connection from one gigabit to ten gigabits is crucial to the City's internal network. It will connect all external City sites from City Hall through a ten-gigabit circuit, which will enhance the network and allow for ease of network connection to external sites.

Staff received quotes from two local internet providers, Sparklight and Frontier. Sparklight's quote was approximately $1,500.00 a month lower than the other provider's.

Staff recommends approving a three-year service agreement with Sparklight, in an amount not to exceed $118,044.00 over the three-year period.

ATTACHMENTS

1. Sparklight Service Agreement
2. Sparklight FiberAgreement

FISCAL IMPACT

Anticipated cost: $118,044.00 for 36 months, $39,348.00 annually
Budget: Internet Connectivity (11-440-450-5350-0000)

Sparklight Business	Business Service Agreement
	Date: 7/9/2025, 2:02 PM

OFFICE:	PRESCOTT, AZ	**ACCOUNT EXECUTIVE:**	Jerry Payne
COMPANY NAME:	Cable One, Inc. d/b/a Sparklight (“Sparklight Business”)	**TELEPHONE:**	(928) 227-1750
STREET ADDRESS:	3173 Clearwater Drive Ste A	**FAX:**	
CITY/STATE/ZIP	Prescott | AZ | 86305	**EMAIL:**	jerry.payne@sparklight.biz

CUSTOMER COMPANY NAME	City of Show Low	**AUTHORIZED CUSTOMER CONTACT:**	Chris Tewalt
STREET ADDRESS:	411 E Deuce of Clubs	**TELEPHONE:**	9285324120
CITY/STATE/ZIP	Show Low, AZ, 85901	**EMAIL:**	ctewalt@showlowaz.gov

CONTRACT TOTALS

TOTAL MRC	INSTALLATION CHARGES	TOTAL NON-RECURING CHARGES	BUILD FINANCING	RECURRING (FINANCED)
$3,279.00	$0.00	$0.00	N	

Term Length: 36

LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

SITE NAME	ADDRESS	OffNet Location	SERVICE MRC
City Hall	180 N 9TH ST SHOW LOW, AZ 85901-5140	No	$3,279.00

DIA DETAILS

Site Name	Quantity	Product Name	Bandwidth	Price
City Hall	1	Dedicated Internet Access - Retail	10000	$3,159.00
City Hall	1	/27 - 29 IP	10000	$120.00

BANDWIDTH MONITORING DETAILS

Site Name	Quantity	Product Name	Price
City Hall	1	Bandwidth Monitoring Above100MB	$0.00

SPECIAL CONDITIONS

Customer acknowledges that Sparklight Business will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight Business for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight Business for its construction costs, which are estimated at $4,992.00, incurred up to the date of cancellation.

AGREEMENT

THE SERVICE CHARGES TOTAL $3,279.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Sparklight Business office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

CUSTOMER AUTHORIZED SIGNATURE	
PRINTED NAME	
TITLE	
EFFECTIVE DATE	

SPARKLIGHT BUSINESS SIGNATURE SECTION

SPARKLIGHT AUTHORIZED SIGNATURE	Darla Buffington Cigainero
PRINTED NAME	Darla Cigainero
TITLE	Sr Director, Business Services
EFFECTIVE DATE	08/22/2025

SPARKLIGHT BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement ("Agreement") is made on 7/9/2025, 2:02 PM by and between Cable ONE, Inc. ("Sparklight") located at 210 East Earll Drive, Phoenix, AZ 85012 and City of Show Low("Subscriber"), located at 411 E Deuce of Clubs, Show Low, AZ, 85901.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Sparklight shall provide fiber optic Ethernet Private Line service ("Data Service") to the locations set forth in the Fiber Services Agreement and fully described therein. In addition to the Data Services, Subscriber may choose to purchase optional Managed Service as further described in Section 2. Subscriber warrants that it has accurately indicated to Sparklight whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply. Subscriber agrees that this service is in addition to any existing services subscribed to by Subscriber. Any existing services will not be disconnected as a result of this Agreement. It is Subscriber's sole responsibility to disconnect any existing services. Sparklight will continue to bill Subscriber for any existing services until disconnected by Subscriber.

SECTION 2: MANAGED SERVICE

Subscriber may, at its option purchase Sparklight's Managed Service to run for a term consecutive with Subscriber's Data Services, including Managed Router Service or Managed Security Service. Managed Router Service provides a router/security appliance installed at the Subscriber's site delivering common network security functions including firewall, Secure VPN, and SD-WAN. Managed Security Service includes the features of Managed Router Service, plus content filtering and intruder prevention and detection, monitoring external internet threats at designated access points to the Subscriber's computer network using the firewall appliance placed at Subscriber's premises, managed by Sparklight. Sparklight will configure each router/security appliance to subscriber's firewall policy, to operate in accordance with that firewall policy and the manufacturer's specifications for the particular router/security appliance. SPARKLIGHT will implement changes to Subscriber's firewall policy within four business hours of receiving Subscriber's request.

In addition to other limitations of liability included herein, the following limitation of liability applies to the Managed Service product(s) identified in this Section 2:

SPARKLIGHT'S MANAGED SERVICE AND EQUIPMENT PROVIDED THEREWITH DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. SPARKLIGHT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE MANAGED SERVICE OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, SPARKLIGHT DOES NOT UNDERTAKE ANY RISK THAT SUBSCRIBER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH SUBSCRIBER, NOT SPARKLIGHT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY SUBSCRIBER. SPARKLIGHT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE MANAGED SERVICE IS INTENDED TO DETECT OR AVERT. SUBSCRIBER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO SPARKLIGHT TO PAY SUBSCRIBER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. SUBSCRIBER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM SPARKLIGHT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF SUBSCRIBER OR ANOTHER PERSON.

SECTION 3: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Sparklight Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date of circuit hand-off by Sparklight and shall remain in effect until term specified in Section 4: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee. Questions regarding a bill must be provided to Sparklight within 60 days of receipt of the billing statement in question. Failure to notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before next billing statement is issued to avoid an administrative fee for late payment.

SECTION 4: TERM

This Agreement shall remain in effect for a term of 36 months commencing on the date that Sparklight completes the installation of the Data Service and Managed Service as applicable, and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days prior to the end of the initial 36 month term or any automatic monthly renewal term. For the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

SECTION 5: ENGINEERING REVIEW

Activation of Data Service and Managed Service as applicable is subject to Sparklight Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight Business's refund policies.

SECTION 6: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service and Managed Service as applicable. Subscriber, at no cost to Sparklight Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Sparklight Business to use existing pathways into and in each Building. Sparklight Business-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight Business, in a timely manner, when repair or maintenance is necessary. Except for Sparklight Business's maintenance obligations as set forth herein, Subscriber shall indemnify Sparklight Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide Sparklight Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, router/security appliances for Managed Service, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight Business of its move. Sparklight Business will relocate the Sparklight Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 5, to other Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight Business with reasonable access to such Premises for purpose of removing any Sparklight Business-owned equipment. Sparklight Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 7: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and Managed Service as applicable and equipment is subject to adherence to Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

(a)

invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

(b)

access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c)
collect a listing or directory of Sparklight Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d)
upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e)
alter, modify or tamper with the equipment or any feature of the Data Service and Managed Service as applicable, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f)
restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g)
interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;

(h)
falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or

(i)
resell or share any portion of this Data Service and Managed Service as applicable to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight Business reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 8: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service and Managed Service as applicable at Subscriber's own risk, and Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 9: COPYRIGHT MATERIALS

Subscriber shall hold Sparklight Business harmless for any improper use of copyrighted materials accessed through Sparklight Business's Data Service. Sparklight Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Sparklight Business retains the right to take down or disable access to the allegedly infringing material. It is Sparklight Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight Business also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION 10: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight Business uses resources that are shared with many other subscribers. Moreover, Sparklight Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 11: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight Business has no obligation to monitor content provided through the Data Service and Managed Service as applicable. However, Subscriber agrees that Sparklight Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight Business, (b) protect and defend the rights or property of Sparklight Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 12: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 13: SUBSCRIBER PRIVACY

Sparklight Business is committed to protecting the privacy of Subscriber's personal information. Sparklight Business's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight Business's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 14: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight Business, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight Business's written consent shall be void and shall, at the Sparklight Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight Business all Sparklight Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight Business otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 15: TERMINATION BY SPARKLIGHT BUSINESS

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Subscriber becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or this Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Sparklight Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Sparklight Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight Business's exercise of its rights under this Agreement.

Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement.

SECTION 16: TERMINATION BY SUBSCRIBER

If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or this Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Sparklight Business breach, Subscriber will be required to pay an early termination penalty consisting of 100% of the monthly fees for the remaining period of the term. Upon termination request, subscriber recognizes that they are solely responsible for providing correct account information including account numbers, addresses, circuit ID's, as requested on the Disconnect Form. Subscriber acknowledges that failure to provide correct account information could result in continued billings. Sparklight will continue to bill Subscriber for existing services until correct information has been provided.

SECTION 17: DATA SERVICE AND EQUIPMENT

This Section 17 applies only to Direct Internet Access (DIA) or NON-SLA Ethernet Private Line (EPL) Subscribers. Service Level Agreements for Wavelength, EzEthernet, or Fiber EPL are included in a product-specific Exhibit(s) attached to and incorporated into this Agreement.

(a)EXCEPT AS PROVIDED IN SECTION 17(b), SPARKLIGHT BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, SPARKLIGHT BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. (b) EXCLUDING EVENTS BEYOND SPARKLIGHT BUSINESS'S CONTROL, SPARKLIGHT BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE SPARKLIGHT BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO SPARKLIGHT BUSINESS AND A TROUBLE TICKET IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY SPARKLIGHT BUSINESS.

SPARKLIGHT BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES.

LENGTH OF SERVICE INTERRUPTION	PERIOD TO BE CREDITED
Less than 00:04:32 hours	NONE
00:04:32 hours up to 06:00:00 hours	3 Days of the Monthly Charges
06:00:01 up to 12:00:00	7 Days of the Monthly Charges
12:00:01 up to 24:00:00	Half of the Monthly Charges
24:00:01 and above	Full Month Charges

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES
SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY SPARKLIGHT BUSINESS, (6) SPARKLIGHT BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR SPARKLIGHT BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISES AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) SPARKLIGHT BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBER'S USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF SPARKLIGHT BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 18: LIMITATION OF LIABILITY
UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

(a) THE USE OR THE INABILITY TO USE THE DATA SERVICE AND MANAGED SERVICE AS APLICABLE;
(b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
(c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
(d) ANY OTHER MATTER RELATING TO SPARKLIGHT BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 19: INDEMNIFICATION
Subscriber shall indemnify, defend, and hold Sparklight Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Sparklight Business Data Service and Managed Service as applicable. Sparklight Business will notify Subscriber within a reasonable period of time about any claim for which Sparklight Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Sparklight Business's interests, as reasonably determined by Sparklight Business. This Section shall survive termination of this Agreement.

SECTION 20: NONDISCLOSURE
(a)
Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, complied, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.

(b)
Each party agrees that violation of this section 20 would result in irreparable injury and the injured party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 21: MISCELLANEOUS

(a)
This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and Managed Service as applicable and/or Sparklight Business-owned equipment.

(b)
This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)
The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)
If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

SECTION 22: ENTERPRISE WIFI

Enterprise Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the Enterprise Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the Enterprise Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Enterprise Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. Sparklight Business will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight Business has provided greater cybersecurity through the app for the Enterprise Wi-Fi service, with among other features, built-in malware scanning and blocking, Sparklight Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

SECTION 23: ENTERPRISE WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

SECTION 24: BORDER GATEWAY PROTOCOL (BGP) RESPONSIBILITIES

Sparklight supports BGP-4 routing, available to Customers as an optional service feature. Customers to electing to receive BGP service must provide Sparklight with an Autonomous System Number (ASN) assigned to Customer by the American Registry for Internet Numbers (ARIN). Customer must provide the equipment and services necessary to support BGP service, including but not limited to: multihomed internet access, a BGP-4 capable router, enough memory to run BGP-4, and internal technical support capable of maintaining the Service on Customer's equipment. Additional information and requirements for BGP routing will be provided to the Customer upon request.

City of Show Low 10G

Final Audit Report 2025-08-22

Created:	2025-08-21
By:	Jerry Payne (Jerry.Payne@sparklight.biz)
Status:	Approved
Transaction ID:	CBJCHBCAABAAUzLrcC5gK6htU0Af0BqORXM8ZMobXglG

"City of Show Low 10G" History

Document created by Jerry Payne (Jerry.Payne@sparklight.biz)
2025-08-21 - 4:05:18 PM GMT

Document emailed to Darla Buffington Cigainero (Darla.BuffingtonCigainero@sparklight.biz) for approval
2025-08-21 - 4:06:46 PM GMT

Email viewed by Darla Buffington Cigainero (Darla.BuffingtonCigainero@sparklight.biz)
2025-08-22 - 9:50:09 AM GMT

Document approved by Darla Buffington Cigainero (Darla.BuffingtonCigainero@sparklight.biz)
Approval Date: 2025-08-22 - 9:50:24 AM GMT - Time Source: server

Agreement completed.
2025-08-22 - 9:50:24 AM GMT

CITY OF SHOW LOW
CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

AGREEMENT made as of September 2, 2025, between the City of Show Low, Arizona, a municipal corporation ("City"), and Cable One, Inc. dba Sparklight, an Arizona Limited Liability Company ("Independent Contractor").

WHEREAS, the City of Show Low Information Technology Manager has requested 10GB Internet Circuit Upgrade services ("Project"); and

WHEREAS, Independent Contractor represents that it has the necessary expertise to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Services.** Independent Contractor shall perform the work described as 10GB Internet Circuit Upgrade and service, as set forth in Exhibit A, attached hereto and incorporated herein in a competent and professional manner to the satisfaction of the City.

2. **Independent Contractor's Expertise.** Independent Contractor warrants that it has the ability, authority, capacity, and professional expertise to perform this Agreement.

3. **Independent Contractor.** Independent Contractor acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by the City, and the Independent Contractor shall be solely responsible for such matters.

4. **Subcontracts.** Independent Contractor shall not enter into any subcontract with respect to any of the work to be performed hereunder without the City's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are imposed on the Independent Contractor by this Agreement with respect to those matters covered by Sections 8, 9, 10, 11, 14, and 17. Independent Contractor is responsible for the full performance of this Agreement regardless of whether subcontractors are used.

5. **Term of Contract.** The term of this Contract shall begin upon the 10 GB internet services being provided, and shall continue for 36 months thereafter, unless terminated, cancelled or extended as otherwise provided herein.

6. **Contract Price.** City shall pay Independent Contractor a not-to-exceed sum of $3,279 per month for services provided for the duration of this Contract.

7. **Payment.** Independent Contractor shall submit all invoices to the Information Technology Manager for the City of Show Low. Upon approval of the Information Technology Manager, payment will be made by the City within thirty (30) days after approval. Each invoice shall detail the work performed during the billing period. If the City fails to make any payment due to the Independent Contractor for services and expenses within 30 days after receipt of the Independent Contractor's invoice, the amount due to the Independent Contractor will be increased at a rate of 1% per month from said thirtieth day.

8. **Insurance Requirements.**

A. Independent Contractor shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect the City (and their respective officers and employees, participants, and equipment funded under this Agreement) against such losses as set forth below. Independent Contractor shall provide the City with a current Certificate of Insurance naming the City as additional insured (except for Errors and Omissions coverage) as well as the proper endorsements. All insurance policies shall be primary and non-contributory.

B. The following types and amounts of insurance are required as minimums:

<u>General Liability</u>

Comprehensive Form Premises-Operation	Bodily Injury and Property Damage	**$1,000,000** each occurrence
Comprehensive Form Premises-Operation	Bodily Injury and Property Damage	**$2,000,000** aggregate

<u>Automobile Liability</u>

Comprehensive Form Owner Hired Non-Owned	Bodily Injury and Property Damage Combined	$500,000

Standard minimum deductibles are allowed. Any deductibles are the responsibility of the Independent Contractor. Independent Contractor shall immediately inform City of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by the City. Independent Contractor shall notify the City upon any termination of its regular professional liability coverage and shall obtain extended liability coverage for a minimum of five years from the termination date.

On all policies, the City of Show Low shall be named as an additional insured, and an additional insured endorsement must accompany the certificate of insurance.

The policy shall contain a waiver of subrogation endorsement in favor of the City of Show Low, its departments, boards, commissions, and employees for losses arising from this Agreement.

Workers' Compensation

Independent Contractor must comply with all State of Arizona regulations concerning Workers' Compensation insurance and supply the City with proof of such insurance (certificate of insurance) if the Independent Contractor utilizes employees to complete the services outlined in this Agreement.

If the Independent Contractor has no employees and is not required to carry Workers' Compensation insurance, a Workers' Compensation Waiver must be signed.

C. Independent Contractor acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.

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

10. **Non-Assignment.** Independent Contractor shall not assign any right or interest in this Agreement without the City's prior written approval, nor shall the Independent Contractor delegate any duty hereunder without the City's prior written approval. Notwithstanding the forgoing, Independent Contractor may assign this Agreement, or any portion thereof, without consent to an affiliate or to a successor in interest in connection with any merger, consolidation, reorganization or restructuring, or the sale of substantially all of Independent Contractor's assets.

11. **Claims and Disputes.** The Parties agree to make reasonable, good faith efforts to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through informal negotiations before initiating any formal legal action, including litigation. In the event of a dispute, the Parties shall promptly confer and attempt in good faith to reach a mutually agreeable resolution. If the dispute is not resolved through such efforts within thirty (30) days of written notice by either Party identifying the dispute, either Party may pursue available legal or equitable remedies. Nothing in this Section shall prevent a Party from seeking injunctive or equitable relief where appropriate to prevent irreparable harm.

12. **Suspension and Termination by City:**

A. **Suspension.** City may, without cause, order the Independent Contractor in writing to suspend, delay, or interrupt its performance in whole or part. A payment adjustment shall be made for any services not provided resulting from the suspension, delay, or interruption.

B. **Termination for Cause.** City may terminate this Agreement for cause if the Independent Contractor fails to have certification; is arrested or convicted of any criminal offense, misdemeanor, or felony which, in the opinion of the City, impairs the Independent Contractor in the performance of its duties; disregards laws, ordinances, rules, regulations or orders of the City or a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, the City shall give the Independent Contractor written notice and a ten-day opportunity to cure the default, or such reasonable time if the default is not capable of cure within ten days and the Independent Contractor continues to work diligently to cure such default. If the default remains uncured, the City may (without prejudice to any other rights or remedies it may have) terminate this Agreement.

C. Intentionally omitted.

D. **Independent Contractor's Responsibilities.** Upon receipt of a termination notice, the Independent Contractor shall (a) promptly discontinue all services (unless the notice directs otherwise), (b) return any City property in possession of the Independent Contractor, and (b) at the City's choice, deliver or otherwise make available to the City all data, reports, summaries, and other information and materials developed or accumulated by the Independent Contractor in performing this Agreement.

13. **Termination by Independent Contractor.** Independent Contractor may terminate this Agreement upon written notice to City if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of the Independent Contractor or its agents, employees, or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or

a natural disaster or other Act of God. Independent Contractor may also terminate this Agreement, upon written notice and a ten-day opportunity to cure, if the City fails to fulfill its obligations or to make any payment within the time set forth in Section 6.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County), but only after the good faith negotiation procedure specified in Section 11. In the event that litigation arises regarding this Agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.

15. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.

16. **Non-Collusion.** This Agreement is subject to the provisions of A.R.S. §38-511; the City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the City or any of its departments or agencies, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

17. **One-Year Limitation on Actions**. No action shall be maintained by the Independent Contractor on any claim based upon or arising out of this Agreement unless such action is commenced within one year after the City's final payment hereunder.

18. **Warranty.** Independent Contractor shall warranty work and services performed and provided under this Agreement to the City's satisfaction for a period of 3 years. If, for any reason, the work or services performed fail to meet City standards during the warranty period, the Independent Contractor will repair or redo the work or services provided to the City's Information Technology Manager satisfaction within fifteen (15) days of notice.

19. **Sanitary, Health, and Safety Provisions.** The Independent Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of their employees as required to comply with the requirements of the State and local boards of health or of other bodies or tribunals having jurisdiction.

    Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Independent Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. § 23-410.

20. **Compliance with Federal and State Laws / Legal Arizona Workers Act.** The Independent Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Independent Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. §41-4401, the Independent Contractor hereby warrants to the City that the Independent Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Independent Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

Neither the Independent Contractor nor any of the Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Independent Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

21. **Entire Agreement.** This Agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the City's Information Technology Manager is authorized to modify the scope of work as described in Section 1, in writing, with the concurrence of the Independent Contractor so long as significant additional compensation is not required.

22. **Severability.** The provisions of this Agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.

23. **Notices.** All notices, invoices, and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Independent Contractor: Darla Cigainero
Cable One, Inc.
210 E Earll Drive
Phoenix, AZ 85012
(928) 227-1750
Jerry.payne@sparklight.biz

With a copy to:
Cable One, Inc.
Attn: Legal Dept.
210 E Earll Drive
Phoenix, AZ 85012
legal@cableone.biz

To City: Chris Tewalt
Information Technology Manager
City of Show Low
180 N. 9th Street
Show Low, AZ 85901
(928) 532-4000 Fax: (928) 532-4009
ctewalt@showlowaz.gov

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

OWNER: CITY OF SHOW LOW

By: ______________________________
John Leech, Jr., Mayor

ATTEST:

____
Rachael Hall, City Clerk

APPROVED AS TO FORM:

____
Anna M. Atencio, City Attorney

SPARKLIGHT BUSINESS

By K. Creech
Katherine Creech, VP Business Services

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 20 day of August, 2025, by Lena Frederick.

Notary Public

My Commission Expires:
Jan 31, 2029

LENA FREDERICK
Notary Public - Arizona
Maricopa County
Commission # 680679
My Comm. Expires Jan 31, 2029

INDEPENDENT CONTRACTOR
Workers' Compensation Waiver

Cable One, Inc., a Delaware corporation, is performing work as an Independent Contractor for the City of Show Low. Cable One, Inc., nor its employees, are entitled to workers' compensation from the City of Show Low. Cable One, Inc. understands it must maintain workers' compensation on its employees.

Katherine Creech
Katherine Creech (Aug 20, 2025 13:56:13 PDT)

Signature

Aug 20, 2025

Date

WARRANTY

CABLE ONE, INC. DBA SPARKLIGHT, hereinafter the Independent Contractor, does expressly affirm, promise, and guarantee all project improvements, including materials, equipment, and workmanship on **10G Internet Circuit, Project No. Click here to enter project number** for a period of two years from the date the project improvements are accepted by formal action of the Show Low City Council. **Said date is ______________________.**

Independent Contractor further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction, or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that Independent Contractor will pay all necessary, reasonable and customary costs whatsoever, incurred by the City of Show Low in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of two years are not in conformity with the Contract Documents. These costs shall also include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective action.

Provided, however: That the City of Show Low shall give written notice to the Independent Contractor that the City of Show Low intends to perform work on the Project improvements and that said notice shall specify the improvement, its location, and the cause or kind of nonconformity with reference to the relevant Contract Documents. Said notice shall be sent to the Independent Contractor by registered mail, and the Independent Contractor given 15 days upon receipt of said notice to begin work before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of any emergency shall be determined in the reasonable discretion of the Project Manager of the City of Show Low and is declared to be an event which renders advance notice contrary to the health, safety, or welfare of the residents of the City of Show Low. In case the Project Manager finds the existence of an emergency requiring immediate action, they shall serve notice to the Independent Contractor in the abovementioned form as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That unless the Independent Contractor begins rectification of the deficiency of warranty within the 15-day period and completes it in a reasonable time and manner satisfactorily to the Project Manager, the obligation of the Independent Contractor shall be to compensate the City of Show Low for bringing any improvements up to the Contract Document Specifications, and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the two year period specified above if the City sent notice as provided above within the two year period, or in the case of any emergency as provided above if the City actually began work on the improvement within the two year period.

Should legal action be necessary in order for the City to be compensated by the Independent Contractor for costs and expenses of bringing the warrantied deficiencies into conformity, the Independent Contractor agrees to pay all attorney fees, costs, and expenses incurred by the City.

In case of work, materials, or equipment for which warranties are required by the Special Provisions, the Independent Contractor shall provide or secure from the appropriate subcontractor or supplier such warranties addressed to and in favor of the Owner and deliver same to the Project Manager prior to final acceptance of Work. Deliveries of such warranties shall not relieve the Independent Contractor from any obligation assumed under any other provisions of the Contract.

The warranties and guarantees provided in this subsection of the Contract Documents shall be in addition to and not in limitation of any other warranties, guarantees, or remedies required by law or by specification.

Independent Contractor and the City of Show Low agree and acknowledge that this Agreement is the consideration for acceptance by the City of Show Low of the Project improvements for maintenance by the City of Show Low, including, but not limited to, the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for **10G Internet Circuit Upgrade, Project No.**

DATED this 20 day of August, 2025.

Cable One, Inc. dba Sparklight
(Independent Contractor)

By K. Creek

Its V.P. Business Services
(Title)

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me by Lena Frederick this 20 day of August, 2025.

Witness my hand and official seal Lena Frederick
Notary Public

My Commission expires Jan 31, 2029.

(SEAL)

LENA FREDERICK
Notary Public - Arizona
Maricopa County
Commission # 680679
My Comm. Expires Jan 31, 2029

APPROVED BY CITY OF SHOW LOW

____
John Leech, Jr., Mayor, City of Show Low

ATTEST:

____
Rachael Hall, City Clerk

Independent Contractor Agreement
Insurance Checklist

General Liability
___ $1,000,000 each occurrence
___ $2,000,000 aggregate

Automobile Liability
___ $500,000 bodily injury and property damage

Worker's Compensation
___ Statutory

Additional Requirements
___ Certificate Holder must read:
City of Show Low
180 N 9th Street
Show Low, AZ 85901
___ City named additional insured
___ Additional insured endorsement with the Certificate of Insurance (Except for Errors and Omissions)
___ Waiver of subrogation in favor of the City, department, boards, commissions, and employees with endorsement
___ All policies are primary and non-contributory with endorsement

To Be Completed by the City of Show Low

The following insurance requirements have been waived:

____

____
Printed Name

____
Signature

(January 2025)

SAMPLE CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

THE INSURED'S INSURANCE PRODUCER NAME AND ADDRESS

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NAME OF GL INSURANCE COMPANY	
INSURER B : NAME OF AUTO INSURANCE COMPANY	
INSURER C : NAME OF WORKERS COMP INS. COMPANY	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

NAME OF THE COMPANY OR ORGANIZATION THE CITY HAS A INDEPENDENT CONTRACTOR AGREEMENT WITH

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC; OTHER:	X	X	GL POLICY NO.	01/01/2025	01/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY; [X] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	AUTO POLICY NO.	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC POLICY NO.	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		X	X					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED. WAIVER OF SUBROGATION AND PRIMARY & NON-CONTRIBUTORY APPLY. ENDORSEMENTS ARE ATTACHED.

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED OR EVENT TAKING PLACE

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Must be signed

ACORD 25 (2016/03)

(January 2025)