

**SHOW LOW CITY COUNCIL**  
**REGULAR MEETING - TUESDAY, FEBRUARY 17, 2026**

**PURSUANT** to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, February 17, 2026, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

1. Call to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.

5. **CALL TO THE PUBLIC:**

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

6. **SPECIAL EVENTS:**

- A. Public Safety Awards and Recognition Presentation

7. **CONSENT CALENDAR:**

- A. Consideration of Acceptance of Well 6D Upgrades, City of Show Low Project No. W-1821 JO18 (Rick Austin)
- B. Consideration of Cooperative Purchasing Agreements for Mohave Educational Services Cooperative, Inc., Sourcewell, HGACBuy, and OMNIA Partners (Rick Austin)
- C. Consideration of Acceptance of City Campus Training Building Remodel, City of Show Low Project No. FM-0425 (Shane Hemesath)
- D. Consideration of Acceptance of Reidhead House Restoration, Adobe and Plaster Repair, City of Show Low Project No. FM-5225 2.0 (Shane Hemesath)
- E. Consideration of Minutes of Show Low City Council meetings:
  1. Regular Meeting of February 3, 2026

8. **NEW BUSINESS:**

- A. Consideration of Approval of Preliminary Plat for Water's Edge (Justen Tregaskes)
- B. Consideration of Award of Job Order Contracts for Citywide Concrete Work, City of Show Low Project No. 50026115 (Rick Austin)
- C. Consideration of Award of NPC Waterline Replacement, City of Show Low Project No. 7602545 (Chris Reid)
- D. Consideration of Award of Ellsworth and Sylvester Waterline Replacement, City of Show Low Project No. 76026113 (Chris Reid)
- E. Consideration of Award of Timothy McKay Memorial Park Building Remodel, City of Show Low Project No. 45526117A (Shane Hemesath)
- F. Consideration of Ground Lease Agreement with New Cingular Wireless PCS, LLC, located at 551 West Whipple (Anna Atencio)

9. **SUMMARY OF CURRENT EVENTS:**

- A. Council Members
- B. Mayor
- C. City Manager

10. **SCHEDULE OF MEETINGS:**

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

11. **ADJOURNMENT:**

**SCHEDULED MEETINGS/EVENTS:**

| <u>DATE</u> | <u>TIME</u> | <u>EVENT NAME</u>                |
|-------------|-------------|----------------------------------|
| 2/17/2026   | 6:00 PM     | CITY COUNCIL - STUDY SESSION     |
| 2/17/2026   | 7:00 PM     | CITY COUNCIL - REGULAR MEETING   |
| 2/24/2026   | 7:00 PM     | P&Z COMMISSION - REGULAR MEETING |

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

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

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

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Kathy Clements, Deputy City Clerk

I, Kathy Clements, do hereby certify that the foregoing notice was posted on February 13, 2026.

MTG DATE: 2/17/2026  
ITEM: 7.A

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of Well 6D Upgrades, City of Show Low Project No. W-1821 JO18 (Rick Austin)

**RECOMMENDATION**

I **MOVE** to accept Well 6D Upgrades, City of Show Low Project No. W-1821 JO18 and initiate the two-year warranty period.

**BACKGROUND**

On January 19, 2021, the City Council approved a Job Order Contract (JOC) for three well services companies to provide labor, furnish and install materials relating to repairing and maintaining water wells, and repairing existing water facilities at various locations. The three companies are Willis Drilling and Pump, Beeman Drilling, and Weber Water Resources. As repairs arise, the work is competitively bid among the three JOC Contractors on the City's JOC roster.

On November 18, 2025, bids were opened by staff for upgrades to Well 6D. The bids included replacing the existing control panel with a Danfoss VFD Control Panel, labor to pull 670 feet of pipe, a new 50-hp 6-inch full submersible stainless steel motor, 580 feet of stainless column piping with couplers, 600-volt copper, heavy duty #2 AWG 3 wire, 3-inch stainless steel tee for Well head 2000 pound forged stainless steel, 3-inch Flomatic VFD stainless steel check valves, down well transducer for monitoring water level, 740 foot cable length wired to Danfoss VFD control to provide continuous water level reading, and the labor to install the new pump equipment, program, and wiring to an operating condition. Two of the JOC well companies submitted Job Order Prices: Weber Water Resources and Willis Drilling and Pump. Willis Drilling and Pump was the low bidder with the amount of \$75,971.97.

On February 11, 2026, Willis Drilling and Pump completed the well upgrades. The work is now complete. The total project cost was \$75,971.97. Staff recommends accepting Well 6D Upgrades, City of Show Low Project No. W-1821 JO18 and initiating the two-year warranty period.

**ATTACHMENTS**

None

**FISCAL IMPACT**

Final cost: \$75,971.97

Funding source (account no.): Water Maintenance (43-760-490-4120-0000)

MTG DATE: 2/17/2026  
ITEM: 7.B

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Cooperative Purchasing Agreements for Mohave Educational Services Cooperative, Inc., Sourcewell, HGACBuy, and OMNIA Partners (Rick Austin)

**RECOMMENDATION**

I **MOVE** to approve the Cooperative Purchasing Agreements with Mohave Educational Services Cooperative, Inc., Sourcewell, HGACBuy, and OMNIA Partners and authorize the City Manager or designee to sign all documents necessary to complete the agreements.

**BACKGROUND**

The City, from time to time, has entered into cooperative purchasing agreements when it is to the benefit of the City to purchase goods or services that are not readily available in the area and for which we can obtain reduced prices due to volume pricing obtained by other entities. These entities have already complied with state statutes and the bidding process. Per the City's purchasing policy, county, state, or national purchasing contracts shall be approved by the City Council.

The following cooperative purchasing contracts need City Council approval:

1. Mohave Educational Services Cooperative, Inc.
2. Sourcewell
3. HGACBuy
4. OMNIA Partners

City staff reviews prices to ensure they are competitive and the best price for the City. Staff recommends approving these joint cooperative purchasing agreements and authorizing the City Manager or designee to sign any documents necessary to complete the agreements.

**ATTACHMENTS**

1. Mohave Cooperatvie Purchasing Agreement
2. Sourcewell Participation Agreement
3. HGACBuy
4. OMNIA Partners

**FISCAL IMPACT**

N/A



## MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC. COOPERATIVE PURCHASING AGREEMENT

211 N 7<sup>th</sup> St, Kingman, AZ 86401  
(928) 753-6945 Phone • (928) 718-3232 Fax • [signup@mesc.org](mailto:signup@mesc.org)  
[www.mesc.org](http://www.mesc.org)

This Agreement is entered into by and between Mohave Educational Services Cooperative, Inc., an Arizona nonprofit corporation and public procurement unit established pursuant to provisions of A.R.S. § 11-952, A.R.S. § 11-952.01, and A.R.S. § 41-2632, hereinafter called "Mohave", and \_\_\_\_\_, a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of § 115 of the Internal Revenue Code, hereinafter called the "Member", to permit the Member to purchase materials, services, professional services, construction or construction services, hereinafter called "products and services" from contract vendors at the prices, and terms and conditions contained in contracts between Mohave and those contract vendors.

The governing body of any Member may enter into an Agreement with Mohave for the purpose of utilization of term contracts by such Member (Arizona State Procurement Code, A.R.S. § 41-2631 et seq; A.R.S. § 15-213; Arizona State Board of Education School District Procurement Rules, R7-2-1001 et seq.).

In consideration of the mutual promises contained in this Agreement, and the mutual benefits to result there from, the parties agree as follows:

1. Mohave shall:

- a. Provide the Member with information on contracts, products and services via Mohave's website and/or other means as Mohave determines appropriate.
- b. Use specifications, terms and conditions for products and services as Mohave determines appropriate.
- c. Conduct the procurement in compliance with the Arizona State Procurement Code, the Arizona State Board of Education School District Procurement Rules (A.R.S. Title 41, Chapter 23 and A.A.C. R7-2-1001 et seq), USDA Regulations, and the Code of Federal Regulations, including Education Department General Administrative Regulations (EDGAR). Mohave will seek contracts for a variety of products and services to enable Members to be/remain in compliance with local, State, or Federal laws or rules, and that promote the overall efficiency, effectiveness and economy of public procurement.
- d. Indicate that all Members will be eligible participants in any solicitation intended for general use by Mohave's Members. In addition, Mohave may invite Members to participate in certain exclusive solicitations. Only Members indicating an interest in participating in such certain exclusive solicitations will be eligible to participate in the resulting contracts.
- e. Monitor and evaluate contractors for contract compliance.
- f. Maintain contract documents and records for the term and in the manner prescribed by law.
- g. Hold the Member harmless from any liability which may arise from Mohave's action or inaction relating to this Agreement.

2. The Member shall:

- a. Ensure that purchase orders issued against Mohave contracts are processed in accordance with the processes and procedures established by Mohave, the terms and conditions, and prices established in said contracts.
- b. Pay for products and services in accordance with the terms and conditions of the applicable Mohave contract. Payment for, and inspection and acceptance of products and services ordered by the Member shall be the exclusive obligation of the ordering Member.
- c. The Member's use of eligible Mohave contracts is discretionary. Participation in Mohave shall not restrict or limit the Member's ability to seek competition as needed. However, the Member shall not use a Mohave contract as a method for obtaining additional concessions or reduced prices for non-contract purchases of similar products or services.

## Mohave Cooperative Purchasing Agreement

- d. Be responsible for ordering of products and services under this Agreement. Mohave shall not be liable in any fashion for any violation by the Member of this Agreement, and the Member shall hold Mohave harmless from any liability which may arise from action or inaction of the Member relating to this Agreement or its subject matter.
- e. Pay to Mohave an administration fee based upon the cost of ordered products and services (excluding shipping, taxes, bonds, and other ancillary costs specified by Mohave), as provided in A.R.S. § 41-2632(5). The amount of the administration fee shall be determined by the Mohave Board of Trustees, and shall be remitted to Mohave as specified by Mohave.

**3. ASPIN Program (optional):** All Members are eligible to participate in the Mohave ASPIN food program (ASPIN). This is an optional program that allows Members to purchase food and related products and services from contracts awarded pursuant to this Agreement. **Signing the Mohave Cooperative Purchasing Agreement does not automatically enroll a Member agency in the ASPIN program; however, a Member agency may opt in by enrolling at any time. Members that were previously part of the ASPIN program will continue to be enrolled. To begin enrollment, refer to section (b)(i) below.**

- a. On behalf of the ASPIN program, Mohave shall:
  - i. Prepare competitive procurement solicitations for food and related products and services in order to contract in the manner required by law. Specifications, terms and conditions will be determined by Mohave. Specifications are subject to review by the ASPIN Executive Committee.
  - ii. Select ASPIN contractors in a manner prescribed by law and in accordance with Mohave policies.
  - iii. Certify records, documents and reports on behalf of ASPIN, as required by law.
  - iv. Designate a Mohave representative and alternate to serve as a member of the ASPIN Advisory Committee (AAC) and ASPIN Executive Committee (AEC).
  - v. Account for the ASPIN Holding Fund deposit (Holding Fund) established by the Member. The fund is a continuing fund and will not be subject to reversion.
  - vi. Make adjustments and/or assessments to the Holding Fund, if necessary, to ensure sufficient cash flow for Member purchases. Additional assessments to the Member's Holding Fund shall be deposited with Mohave ASPIN within thirty (30) days of notification, or as otherwise negotiated. Mohave may place any Member agency on "order hold" if there are insufficient funds in the Member's Holding Fund account. Mohave's decision shall be final.
  - vii. Process payment for all purchase orders issued by Members from the Holding Fund, taking advantage of all discounts.
  - viii. Receive, deposit, and account for payments to and from the Holding Fund.
  - ix. Disburse interest earned on the Holding Fund as determined by Mohave policies and procedures.
- b. If a Member chooses to participate in the ASPIN program, the Member shall:
  - i. Contact the ASPIN team at [aspin@mesc.org](mailto:aspin@mesc.org) or 520-888-9664 to request participation in the ASPIN program.
  - ii. Send a purchase order to Mohave ASPIN to establish Member's Holding Fund account in an amount determined by agreement between the ASPIN Director and the Member. Member shall maintain enough funds in their Holding Fund to ensure sufficient cash flow for Member purchases.
  - iii. Pay an annual maintenance fee to fund ASPIN's operations. The Mohave Board of Trustees shall set the amount of the maintenance fee.
  - iv. Be responsible for actively participating as needed to promote the efforts of ASPIN and secure the benefits thereto.
  - v. Designate a representative and alternate to the AAC.
  - vi. Authorize Mohave to make payment for food and related products and services received by a Member drawn on the Member's Holding Fund account.
  - vii. Place orders for all food and related products and services according to procedures and schedules established by Mohave.

## Mohave Cooperative Purchasing Agreement

- viii. Submit payment to Mohave ASPIN for all purchases, debts, obligations, assessments, and liabilities according to Mohave policies and procedures.
  - ix. Check and reconcile all shipping, receiving, inventory, and verification documents, invoices, purchase orders, and payment instruments relating to Member's ASPIN transactions in a timely manner.
  - x. Not request that any ASPIN contractor make any additions, changes, or modifications to the products and services awarded in the contract without the prior written approval of Mohave.
- c. On behalf of the ASPIN program, Mohave and Member shall:
- i. Establish the AAC composed of one representative from each Member and a Mohave representative. The AAC shall have the duties, rights, and powers set forth in Mohave policies and procedures.
  - ii. Establish the AEC composed of the Mohave representative and a duly elected representative from six Members set forth in the membership list. The AEC shall have the duties, rights, and powers set forth in Mohave policies and procedures.
- d. Termination from the ASPIN program:
- i. The Member may terminate their participation in the ASPIN program by sending to Mohave a true copy of Member's adopted governing body resolution of intention to terminate. The effective date of a Member's termination from the ASPIN program shall be at the end of the month in which it gave the notice of intention to terminate, or as otherwise negotiated.
  - ii. A Member terminating their participation in the ASPIN program shall remain liable for any debts, liabilities, or obligations incurred by that Member while it was a participant in the ASPIN program.
  - iii. Debts, liabilities, or obligations of a Member terminating their participation in the ASPIN program shall be paid out of the Member's Holding Fund account. Such funds shall remain in the Holding Fund until all debts, liabilities, or obligations of the Member are paid.
  - iv. Mohave shall assess the Member terminating their participation in the ASPIN program for additional funds should the remaining balance in the Member's Holding Fund account be insufficient to meet all obligations incurred by the Member. Any excess funds, including interest, shall be returned to the Member within ninety (90) days of the effective date of withdrawal.
  - v. Termination from the ASPIN program does not affect the Member's Mohave status under this Agreement.
- e. Dissolution of the ASPIN program:
- i. Mohave shall give not less than one hundred twenty (120) days written notice before the effective date of Mohave's withdrawal as program administrator.
  - ii. In the unlikely event of the dissolution of the ASPIN program, any remaining debts, liabilities, or obligations of the Members shall be paid out of the Members' Holding Fund accounts. Following a discharge of all obligations, any remaining Holding Fund balances shall be returned to the Members.
4. The exercise of any rights or remedies by the Member shall be the exclusive obligation of the Member. However, Mohave as the contract administrator, and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
  5. Failure of a Member to secure performance from a Mohave contracted vendor in accordance with the terms and conditions of its purchase order does not necessarily require Mohave to exercise its own rights or remedies.
  6. Mohave assists Members with purchase verification. However, it is the Member's responsibility to independently verify that quotations and purchase orders comply with the terms and conditions of the award of a contract or procurement.
  7. Mohave may terminate this Agreement without notice if the Member fails to comply with the terms of this Agreement and/or the terms and conditions of a Mohave contract.
  8. The Member may terminate the Agreement without notice if Mohave fails to comply with the terms of this Agreement.

## Mohave Cooperative Purchasing Agreement

9. Either party may terminate this Agreement with at least ninety (90) days written notice to the other party.
10. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
11. Termination of this Agreement shall not relieve the Member from Member's exclusive obligation to comply with the terms of any Member purchase order issued prior to termination and payment for products and services so ordered and received.
12. This Agreement shall take effect upon execution by both parties and shall continue until it is terminated. Mohave reserves the right to amend the Agreement during the term of the Agreement. This Agreement supersedes any and all previous Cooperative Purchase Agreements and ASPIN Addenda between Mohave and the Member.
13. This Agreement shall be governed by the laws of the State of Arizona.
14. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.
15. This Agreement is exempt from the provisions of A.R.S. § 11-952, subsections D, E, and F under the provisions of A.R.S. § 41-2632 and Arizona State Board of Education School District Procurement Rule R7-2-1191.
16. The Member and Mohave agree to comply with all State and Federal employment hiring and employee practices.
17. Both parties agree to use binding mediation in the case of dispute resolution, except to the extent that arbitration is required in A.R.S. § 12-1518.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their authorized officers, hereby execute this Agreement on the dates indicated hereunder.

**FOR THE MEMBER**

**FOR MOHAVE**

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*For Office Use Only*

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Date joined Mohave \_\_\_\_\_

Date joined ASPIN program \_\_\_\_\_



# Mohave Cooperative Purchasing Agreement

## Mohave Member Contact Information

**Name of Organization** \_\_\_\_\_  
**Billing Address**

Street \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

**County** \_\_\_\_\_

### Type of Organization

|  |                                   |
|--|-----------------------------------|
| Public School _____                                    | College/University _____          |
| City Government _____                                  | County Government _____           |
| Federal Government _____                               | Tribal Government _____           |
| BIE School _____                                       | Other Political Subdivision _____ |
| Nonprofit Education or Public Health Institution _____ |                                   |

(A nonprofit education or public health institution must be a political subdivision for purposes of federal income tax or meet the requirements of § 115 of the Internal Revenue Code. *Attach supporting documentation.*)

### Contacts

#### **Member Representative (Receives official correspondence. Holds your entity’s voting rights.)**

\_\_\_\_\_  
Name Phone # Email

#### **Purchasing (Your primary contact. Receives contract information and general correspondence.)**

\_\_\_\_\_  
Name Phone # Email

#### **PO Confirmation (Receives email confirming purchase order review. Contact for order inquiries.)**

\_\_\_\_\_  
Name Phone # Email

#### **Accounts Payable (Contacted if we have payment questions or need assistance with internal audit.)**

\_\_\_\_\_  
Name Phone # Email

## **Sourcewell Cooperative Purchasing Program Participation Agreement**

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

### **Section 1: Authority**

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

### **Section 2: General Terms**

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a transaction document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

**Section 3: Approval**

The Sourcewell Board of Director has approved this Policy effective January 1, 2025.

**Sourcewell:**

Signed by:  
By Greg Zylka  
6BD483769B484F1...  
Authorized Signature – Signed

By Greg Zylka  
Name – Printed  
Title Sourcewell Board of Directors Chair  
Date 1/22/2025 | 12:09 PM CST

**Participating Entity:**

By \_\_\_\_\_  
Authorized Signature – Signed

By \_\_\_\_\_  
Name – Printed  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signed by:  
By Linda Arts  
0EF5785E1EAD4CF...  
Authorized Signature – Signed

By Linda Arts  
Name – Printed  
Title Sourcewell Board of Directors Clerk  
Date 1/21/2025 | 7:59 PM CST

## Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name\* \_\_\_\_\_

Address\* \_\_\_\_\_

City\* \_\_\_\_\_

State\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_

Country\* \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Website \_\_\_\_\_

Contact person\* (First, Last) \_\_\_\_\_

Job Title\* \_\_\_\_\_

Job Role

- Elected Official
- Faculty
- Department Purchaser
- Leadership/Administration
- Management
- Staff/Team Member
- Supervisory
- Volunteer
- Other \_\_\_\_\_

Email\* \_\_\_\_\_

Phone\* \_\_\_\_\_

**Email completed agreement to:**  
[service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov)

**You may also mail the completed agreement to:**

Sourcewell  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479

## Organization Type:

### Government

- Consolidated Government
- County/Borough
- Federal
- City/Municipality
- Special District/Authority/Limited Purpose
- State
- Township
- Tribal
- Province/Territory
- Quasi-Government

### Education

- Private College/University
- Private K-12 Education
- Public College/University
- Public K-12 Education

### Nonprofit

- Nonprofit 501(c)(3) – An IRS letter of nonprofit verification document is required
- Nonprofit Other

### Referred by

- Advertisement \_\_\_\_\_
- Colleague/Friend \_\_\_\_\_
- Conference/Trade Show \_\_\_\_\_
- Supplier \_\_\_\_\_
- Search Engine/Web Search \_\_\_\_\_
- Sourcewell Employee \_\_\_\_\_

*\*Denotes required information*



**INTERLOCAL CONTRACT FOR  
COOPERATIVE PURCHASING**

ILC No.:  
**ILC26-21334**  
Permanent Number assigned  
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Show Low**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **180 N 9th Street Show Low, AZ 85901**.

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **03/17/2026** (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2025** and ends **06/30/2026**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

City of Show Low  
Name of End User (local government, agency, or non-profit corporation)

180 N 9th Street  
Mailing Address

Show Low, AZ 85901  
City, State ZIP Code

\_\_\_\_\_  
Signature of chief elected or appointed official | **Date**

John Leech Jr, Mayor  
Typed Name & Title of Signatory

*Houston-Galveston Area Council*  
3555 Timmons Lane, Suite 120, Houston, TX  
77027

By: \_\_\_\_\_  
Executive Director

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



## END USER DATA

Please sign and return Interlocal Contract, along with this completed form to H-GAC by emailing to [ILC@H-GAC.com](mailto:ILC@H-GAC.com).

The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

**Name of End User Agency:** City of Show Low County Name: Navajo

**Mailing Address:** 180 N 9th Street Show Low, AZ 85901

**Main Telephone Number:** 928-532-4000 **FAX Number:** 928-532-4009

**Physical Address:** 180 N 9th Street Show Low, AZ >85901

**Web Site Address:** [www.showlowaz.gov](http://www.showlowaz.gov)

**Official Contact:** John Leech Jr

**Mailing Address:** 180 N 9th Street  
Show Low, AZ 85901

**Title:** Mayor

**Ph No.:** 928-532-4001

**FX No.:** 928-532-4009

**E-Mail Address:** [jleechjr@showlowaz.gov](mailto:jleechjr@showlowaz.gov)

**Authorized Official:** John Leech Jr

**Mailing Address:** 180 N 9th Street  
Show Low, AZ 85901

**Title:** Mayor

**Ph No.:** 928-532-4001

**FX No.:** 928-532-4009

**E-Mail Address:** [jleechjr@showlowaz.gov](mailto:jleechjr@showlowaz.gov)

**Authorized Official:** Justin Johnson

**Mailing Address:** 180 N 9th Street  
Show Low, AZ 85901

**Title:** Deputy City Manager

**Ph No.:** 928-532-4024

**FX No.:** 928-532-4009

**E-Mail Address:** [jjohnson@showlowaz.gov](mailto:jjohnson@showlowaz.gov)

**Authorized Official:** Morgan Brown

**Mailing Address:** 180 N 9th Street  
Show Low, AZ 85901

**Title:** City Manager

**Ph No.:** 928-532-4015

**FX No.:** 928-532-4009

**E-Mail Address:** [mbrown@showlowaz.gov](mailto:mbrown@showlowaz.gov)

**Authorized Official:** Rachael Hall

**Mailing Address:** 180 N 9th Street  
Show Low, AZ 85901

**Title:** City Clerk

**Ph No.:** 928-532-4061

**FX No.:** 928-532-4009

**E-Mail Address:** [rahall@showlowaz.gov](mailto:rahall@showlowaz.gov)

## COMPLETING AND EXECUTING THE ILC PROCESS

### Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

### Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

### Step 3

Scan and email a PDF copy of the contract to H-GAC at [ILC@h-gac.com](mailto:ILC@h-gac.com) and use the **subject line: "ILC Application."**

### Step 4

H-GAC will execute the contract and return a copy to you electronically.



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (f/k/a a Principal Procurement Agency Certificate) (such agencies “**Lead Public Agencies**” and f/k/a Principal Procurement Agencies) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either making purchases using the Master Agreement, registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Lead Public Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Lead Public Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Lead Public Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. Each party acknowledges and agrees that OMNIA Partners, in its capacity as the cooperative administrator, has the right to receive Master Agreement sales information for Participating Public Agencies to try to ensure suppliers provide accurate and transparent contract pricing and sales reporting and OMNIA Partners reserves the right to conduct Master Agreement price verifications with suppliers and supplier audits using Lead Public Agencies and Participating Public Agencies sales information for purchases under Master Agreements. Participating Public Agency agrees to provide OMNIA Partners reasonable information related to purchases under Master Agreements upon request from OMNIA Partners in connection with such price verifications and/or audits of suppliers. Nothing herein shall require OMNIA Partners to conduct such price verifications or audits or be responsible for any supplier's accuracy in pricing or reporting.
4. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
5. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
6. The Lead Public Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

7. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

8. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier. The Participating Public Agency acknowledges and agrees that the OMNIA Partners Parties may market all Master Agreements available through Lead Public Agencies to such Participating Public Agency and its employees and representatives.

9. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

10. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

11. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

12. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

13. This Agreement shall take effect upon (i) execution of the Lead Public Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

14. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**Participating Public Agency:**

[ City of Show Low ]

**OMNIA Partners, as the cooperative  
administrator on behalf of Lead Public Agencies:**

**OMNIA PARTNERS, PUBLIC SECTOR, INC.**

\_\_\_\_\_  
Authorized Signature

John Leech, Jr.

Name

Mayor

Title

February 17, 2026

Date

\_\_\_\_\_  
Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

\_\_\_\_\_  
Date

MTG DATE: 2/17/2026  
ITEM: 7.C

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of City Campus Training Building Remodel, City of Show Low Project No. FM-0425 (Shane Hemesath)

**RECOMMENDATION**

I **MOVE** to accept the construction of the City Campus Training Building Remodel, City of Show Low Project No. FM-0425, completed by LD&B, LLC, for a revised total project cost of \$1,651,999.40, release final payment, and initiate the two-year warranty period.

**BACKGROUND**

The City of Show Low solicited Statements of Qualifications from qualified parties for the design and renovation of an existing City building to house the City's Recreation Department; City Campus Training Building Remodel Design Build, City of Show Low Project FM-0425. The project scope included design and renovations for a building of approximately 9,050 square feet. The selection process for the design-build team followed A.R.S. Title 34 requirements, and LD&B was awarded the project at a total cost of \$1,622,739.40. The plan set was completed and permitted. Construction included the creation of offices, a break room, restrooms, classrooms, a public foyer, a file storage/copier room, and other spaces identified during the programming process.

While awarding this construction contract, the City obtained HVAC units from Navajo County's uncompleted renovation of another city campus building at the City Campus site. The original plan was to utilize those obtained HVAC units in the remodel of the City Campus Training Building. However, during construction, it was identified that the obtained HVAC units were too large and utilized refrigerant that was being phased out in the industry. City staff made the decision to purchase new units with a warranty and the newer refrigerant for the project. The cost of the newer HVAC units was \$29,260.00.

Construction of the facility is complete, and City staff have begun moving into the building. With the addition of the new HVAC units, the revised total project cost is \$1,651,999.40.

Staff recommends accepting the construction of the City Campus Training Building Remodel, City of Show Low Project No. FM-0425, completed by LD&B, LLC, for a revised total project cost of \$1,651,999.40, releasing the final payment and initiating the two-year warranty period.

**ATTACHMENTS**

None

**FISCAL IMPACT**

Final cost: \$1,651,999.40

Funding source (account no.): City Campus Training Building Remodel Design Build (11-445-

495-7310-2566)

MTG DATE: 2/17/2026  
ITEM: 7.D

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of Reidhead House Restoration, Adobe and Plaster Repair, City of Show Low Project No. FM-5225 2.0 (Shane Hemesath)

**RECOMMENDATION**

I **MOVE** to accept the construction of the Reidhead House Restoration, Adobe and Plaster Repair, City of Show Low Project No. FM-5225 2.0, completed by Lejas Corporation for a total project cost of \$226,900.00, release final payment, and initiate the two-year warranty period.

**BACKGROUND**

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

The City applied for and received grant funding to start the process of restoring the building. In accordance with A.R.S. Title 34 requirements, the City selected Motley Design Group LLC to develop a Historic Building Preservation Plan and assess the structure to determine its eligibility for nomination to the National Register.

The consultant's Building Condition Assessment included three categories of improvements: Critical, Serious, and Minor. During a study session on March 5, 2024, the City Council directed staff to move forward with the critical priority work items of repairing cracks in the adobe walls and plaster.

On May 6, 2025, the City Council awarded the project, which was publicly bid per statutory requirements, to Lejas Corporation for repairs to the adobe and plaster, in an amount not to exceed \$251,900.00. This work is now complete with a final cost of \$226,900.00. There were project savings through the contractor's ability to re-use damaged adobe as filler and bonding material.

Staff recommends accepting the construction of the Reidhead House Restoration, Adobe and Plaster Repair, City of Show Low Project No. FM-5225 2.0, completed by Lejas Corporation for a total project cost of \$226,900.00, releasing final payment and initiating the two-year warranty period.

**ATTACHMENTS**

None

## **FISCAL IMPACT**

Final Cost: \$226,900.00

Funding source (account no.): Reidhead House Repairs (22-445-495-7310-2275/4452275)

**MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, FEBRUARY 3, 2026, AT 7:00 PM IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA**

1. Call to Order.

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

2. Roll Call.

**COUNCIL MEMBERS PRESENT:** Mayor Leech, Vice Mayor Kakavas, Councilman Adams, Councilman Hatch, Councilman Judd, and Councilman Whipple.

**COUNCIL MEMBERS ABSENT:** Councilman Clark.

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

**GUESTS:** Lynsi MacGregor, Stefan Wehnau, John Ryder, Tom Kakavas, and others.

3. Invocation.

Councilman Adams 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. **SPECIAL EVENT:**

A. Swearing in of New Councilmember

Councilmember Gentry Hatch was sworn in.

7. **CONSENT CALENDAR:**

A. Consideration of Resolution No. R2026-07 Approving Intergovernmental Agreement with Arizona Department of Transportation for Sidewalk Improvements and Multi-use Pathway Along Woolford Road (Shannon Adams)

B. Consideration of Resolution No. R2026-08 Approving Submitting Application for 2026 Better Utilizing Investments to Leverage Development and Equity Grant Program for Scott Ranch Road Project (Shannon Adams)

C. Consideration of Acceptance of Well 3B Upgrades, City of Show Low Project No. W-1821 JO16 (Rick Austin)

D. Consideration of Acceptance of Fools Hollow Subdivision Waterline Replacement Phase II, City of Show Low Project No. W-5525 (Shane Hemesath)

E. Consideration of Acceptance of Airport Ground Lease for Hangar Construction Proposal (Shane Hemesath)

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

1. Special Meeting of January 20, 2026
2. Study Session of January 20, 2026
3. Regular Meeting of January 20, 2026

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

8. **NEW BUSINESS:**

A. **PUBLIC HEARING** and Consideration of Resolution No. R2026-06 Authorizing Submitting Application to Arizona Department of Transportation for Federal Transit Administration (Section 5311) Funding (Lisa Robertson)

Mr. Johnson said the Arizona Department of Transportation (ADOT)

administered the Federal Transit Administration Rural Public Transit program, commonly known as the Section 5311 program. This program provided funds for public transportation projects and inter-city bus services in rural areas. Section 5311 grants were intended to provide access to employment, education, health care, shopping, and recreation.

Mr. Johnson said the matching funds for the *Four Seasons Connection* were split between the City of Show Low (50%) and the Town of Pinetop-Lakeside (50%). The *White Mountain Connection* had six partners, with five partners each contributing 1/9th of the match and Navajo County contributing 4/9ths. Advertising and donations from Hon-Dah Casino & Conference Center and MV Transportation contributed to the local match. Matching funds were met by cost-share contributions from the City of Show Low, Town of Pinetop-Lakeside, Town of Taylor, Town of Snowflake, Northland Pioneer College, and Navajo County.

Mr. Johnson said the ADOT grant was a two-year agreement, effective October 1, 2026 through September 30, 2028. She said staff recommended adopting Resolution No. R2026-06, submitting an application to ADOT for continued Federal Transit Administration (Section 5311) funding for the public transit systems in the White Mountain area.

Mayor Leech opened the matter for a public hearing. There being no input, Mayor Leech closed the public hearing.

**COUNCILMAN JUDD MOVED TO ADOPT RESOLUTION NO. R2026-06 AUTHORIZING SUBMITTING AN APPLICATION TO THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSIT ADMINISTRATION (SECTION 5311) FUNDING AND AUTHORIZE THE MAYOR TO SIGN THE APPLICATION; SECONDED BY COUNCILMAN WHIPPLE; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

- B. Consideration of Acceptance of Show Low Sports and Events Center Revised Layout and Interior Design Concepts, City of Show Low Project No. FM-4625 (Shane Hemesath)

Mr. Hemesath said at its regular meeting on January 6, 2026, the City Council reviewed the revised final programming and final program level cost estimate for the Show Low Sports and Events Center. Minor revisions were discussed regarding tightening the total square footage and focusing on the kitchen layout and design. The City held a public open house to review the current design concept and site plan prior to the regular council meeting tonight.

Mr. Hemesath said the Haydon, Architekton, and 4-Line Studio team had been

working with staff to develop the schematic design of the facility. During this phase of design, the team was working to confirm the building footprint and develop the interior aspects of the facility.

Mr. Hemesath invited Chris Ford, Principal Architect, 4Line Studio LLC, to present the direction of the high-level interior concepts to the City Council.

Mr. Ford said the project was halfway through the schematic design (SD) phase and that 100% SD submittal was planned for the end of February. A cost estimate would be delivered by the end of March for Council approval before moving to the design development phase. The site permit package would be split from the building package to maintain continuity and the project schedule was being continuously revised to tighten the timeline.

Mr. Ford reviewed the site and floor plan revisions. He said the site plan was updated with a more rectilinear parking lot, increasing efficiency and the number of parking spaces. A more efficient back-of-house mechanical solution was being evaluated for cost and system impacts. The overall building footprint was reduced by approximately 3,200 square feet (sq ft), with a conservative estimated savings of \$500,000. He said key reductions include approximately 885 sq ft (from 2,900 to 2,000 sq ft) to the kitchen by reducing walk-in cooler/freezer capacity and removing a private office, almost 1,200 sq ft from the lobby/corridor, 360 sq ft of meeting room space, and 760 sq ft from the sports court. The second-floor plan remained unchanged.

Mr. Ford reviewed the interior architecture concepts. Preliminary interior concepts were presented for the lobby, meeting rooms, and gym to convey scale and feel, not final materials. He said ceiling treatments in the lobby would break up the space and included a reception desk, main corridor, and a planned fireplace feature. He said in the meeting rooms, the ceiling would slope to match the exterior roof pitch for a grand, high-ceiling feel and divisible walls would create three individual rooms. The gym renderings showed "championship mode" with all seats pulled out for a central court, which included space for "tip and rolls" seating and ceiling-hung equipment like hoops and dividers.

Mayor Leech inquired about plans to address sound and echo within the facility. Mr. Ford said there would be acoustical treatments that the team would be recommending as part of the SD package.

Councilman Whipple inquired whether installing a lowered, sloped ceiling in the room would result in an additional cost. Mr. Ford explained that a ceiling was planned for the space regardless, and that the sloped design was comparable in cost to a flat ceiling. He noted that potential cost differences would relate primarily to the ceiling materials, which had not yet been specified, as finish options were still under consideration. The inclusion of a

lowered, angled ceiling had been assumed in the project design to date and is not expected to be an issue.

**COUNCILMAN ADAMS MOVED TO APPROVE THE REVISED LAYOUT AND INTERIOR DESIGN CONCEPTS FOR THE SHOW LOW SPORTS AND EVENTS CENTER, CITY OF SHOW LOW PROJECT NO. FM-4625; SECONDED BY VICE MAYOR KAKAVAS; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

- C. Consideration of Acceptance of Cancellation of Construction Contract with Central Arizona Civil Construction Company and Award of Construction Contract for Manhole Replacement Job Order Contract Job Order No. 2, City of Show Low Project No. 7552680 (Chris Reid)

Mr. Reid said at its regular meeting on March 19, 2024, the City Council awarded the Manhole Replacement Job Order Contract (JOC) to Apache Underground and Excavating and Central Arizona Civil Construction Company. As discussed in the contract, each Job Order would be presented to the contractors for them to present pricing to perform the work.

Mr. Reid said JOC Job Order No. 2 consisted of replacing six manholes located along the 18th hole of Bison Golf Course. These manholes had extensive hydrogen sulfide corrosion and would be replaced with new, polymer manholes to prevent corrosion typically seen in regular concrete manholes. The depths of the manholes ranged between 10 and 11 feet deep.

Mr. Reid said at its regular meeting on November 4, 2025, the City Council awarded Job Order No. 2 to Central Arizona Civil Construction Company (CACCC) in the amount of \$208,904.00 for replacing six manholes located on the 18th hole of Bison Golf Course. On January 12, 2026, CACCC indicated in writing that they were unable to perform the work as priced, since their bid pricing was based on the use of polymer concrete manhole products that did not meet the City standard specifications outlined in the bid documents.

Mr. Reid said the JOC Job Order No. 2 was re-presented to the approved contractors, and the City received the following updated pricing to perform the work:

| <u>Contractor</u>                          | <u>Pricing</u> |
|--|----------------|
| Apache Underground and Excavating, LLC     | \$198,156.00   |
| Central Arizona Civil Construction Company | \$220,904.00   |

Mr. Reid said staff recommended accepting the cancellation request from

Central Arizona Civil Construction Company for the Manhole Replacement Job Order Contract No. 2 and awarding the construction contract for Manhole Replacement JOC Job Order No. 2, City of Show Low Project No. 7552680, to Apache Underground and Excavating, LLC, in an amount not to exceed \$198,156.00. Staff would coordinate with the contractor to incorporate additional manhole(s) into the project utilizing remaining budget funds.

**COUNCILMAN WHIPPLE MOVED TO ACCEPT THE CANCELLATION OF THE CONSTRUCTION CONTRACT WITH CENTRAL ARIZONA CIVIL CONSTRUCTION COMPANY AND AWARD THE MANHOLE REPLACEMENT JOB ORDER CONTRACT NO. 2, CITY OF SHOW LOW PROJECT NO. 7552680, TO APACHE UNDERGROUND AND EXCAVATING, LLC IN THE AMOUNT OF \$198,156.00; SECONDED BY COUNCILMAN JUDD; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

D. Consideration of Appointment of Show Low Planning and Zoning Commissioner (Rachael Hall)

Ms. Hall said the City Council recently had a vacancy on the Council and received seven applications and interviewed six of those applicants for the vacancy. The Council appointed Gentry Hatch to the vacant council seat at the January 20, 2026, regular meeting. Due to this appointment, Gentry Hatch had resigned from the Planning and Zoning Commission. The Commission now had a vacancy with a term expiring March 2027.

Ms. Hall said the City Council directed staff to gauge the council vacancy applicants interest in serving on the Show Low Planning and Zoning Commission. All applicants said they were interested. The Council felt it appropriate to use the same applicants for the Commission vacancy.

Ms. Hall said each Councilmember had a ballot showing the names of the six applicants. Council members should mark one choice on the ballot for the individual they wish to appoint. After the Clerk tallied the results and indicated the individual with the most votes, a formal motion would be made based on the results. Council members' votes would be reflected in the minutes.

- Mayor Leech  
Lynsi MacGregor
- Vice Mayor Kakavas  
Lynsi MacGregor
- Councilman Adams  
Lynsi MacGregor

- Councilman Hatch  
Lynsi MacGregor
- Councilman Judd  
Lynsi MacGregor
- Councilman Whipple  
Lynsi MacGregor

**VICE MAYOR KAKAVAS MOVED TO APPOINT LYN SI MACGREGOR TO THE SHOW LOW PLANNING AND ZONING COMMISSION FOR TERM EXPIRING MARCH 2027; SECONDED BY MAYOR LEECH; PASSED 6 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

9. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Councilman Whipple thanked the community for attending the Annual Groundhog's Day Breakfast at the Show Low Turn of the Card Community Center.

B. Mayor

None.

C. City Manager

Mr. Brown said the recreation department was now taking registrations for the youth basketball league.

Mr. Brown said candidate packets for three council members' seats were now available in the clerk's office. Please call 532-4061 to schedule an appointment to pick up and review the packet and accompanying paperwork.

Mr. Brown said in public works projects, the City's contractor completed the insulation at the new public works building, drywall was going up this week.

10. **SCHEDULE OF MEETINGS:**

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

Mr. Brown said on February 17, at 6:40 p.m., staff would shoot a new Council

photo prior to the meeting.

Mr. Brown reminded the Council that the March 17 meeting had been rescheduled to March 24.

11. **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 FEBRUARY 3, 2026, AT 7:30 P.M.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Rachael Hall, City Clerk

\_\_\_\_\_  
John Leech, Jr., Mayor

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of Show Low held on February 3, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Rachael Hall, City Clerk

MTG DATE: 2/17/2026  
ITEM: 8.A

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Approval of Preliminary Plat for Water's Edge (Justen Tregaskes)

**RECOMMENDATION**

I **MOVE** to Approve the Preliminary Plat for Water's Edge

**BACKGROUND**

At its regular meeting of February 16, 2010, the City Council approved Ordinance 2010-03. This ordinance created the Show Low Lake Planned Unit Development (PUD). This PUD encompasses the property surrounding Show Low Lake. Staff recently received an application for a subdivision to be called Water's Edge, located on the southwest corner of Show Low Lake and within the PUD.

The proposed development is approximately 47.81 acres in size. Minimum lot size is 10,000 square feet, with an average lot size of .55 acres (23,958 square feet). Private, gated streets are indicated for this development. Homes will be site-built. A 50-foot open space buffer is required along the west property line of the subject property. Dedication of a public trail is also required and is indicated on the submitted plat. The Conceptual Development Plan approved in 2010 indicates that this area would be utilized for Multi-Family Residential and Single-Family Residential. The total number of units originally approved for this area included 129 multi-family units and 59 single-family units, for a total unit count of 188 units. A total of 62 units are proposed with this application. In accordance with condition four of Ordinance 2010-03, a private dock consisting of 20 slips is proposed. Staff notified property owners within 300 feet of the subject property regarding this proposed development and the City Council meeting date in accordance with condition 12 of Ordinance 2010-03. The southern portion of this development was recently annexed into the City of Show Low from Pinetop/Lakeside. A zone change for this property will be required to allow the lot sizes indicated for this portion of the project as proposed.

In accordance with changes to state statutes and city code, preliminary and final plats will be reviewed only by the City Council, not by the Planning and Zoning Commission. Staff recommends that the City Council approve the preliminary plat for Water's Edge with the condition that all development shall comply with all applicable federal, state, and local requirements, including the pre-annexation agreement, Show Low Lake Dedication, project narrative, and conceptual development plan. Additionally, all lots shall comply with the requirements of the underlying zoning in place at the time of final plat submittal.

**ATTACHMENTS**

1. Water's Edge Application
2. 602-01-54 - Subject Property Maps

3. Water's Edge Conceptual
4. Water's Edge Plat
5. Show Low Lake Conceptual
6. Ordinance 2010-03

## **FISCAL IMPACT**

N/A



**City of Show Low Planning & Zoning**

180 N. 9<sup>th</sup> Street, Show Low, AZ 85901  
(928) 532-4040

**Preliminary Plat Application**  
(Filing Fee: see page 3)

**For Office Use Only**

Date received: 1-13-26  
Time received: 2 AM/PM  
Received by: [Signature]

**Title 17.15.030 of the Land Development Ordinance**

Please complete this application after a review of the referenced section of the Land Development Ordinance. Incomplete applications will not be considered accepted and may delay consideration of your project by the Planning and Zoning Commission. If you have questions regarding the process or requirements, please contact the Planning and Zoning Department at (928) 532-4042.

**Date of REQUIRED preapplication conference:** 1/5/2026

**OWNER INFORMATION**

Name: Camelot Homes, Inc.  
Address: 6607 N. Scottsdale Road, Suite H-100  
*Street Address*  
Scottsdale AZ 85250  
*City State ZIP Code*  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**APPLICANT INFORMATION (If different)**

Name: Jon Gitt  
Address: 2046 Riverview Auto Drive, Suite 400  
*Street Address*  
Mesa AZ 85201  
*City State ZIP Code*  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

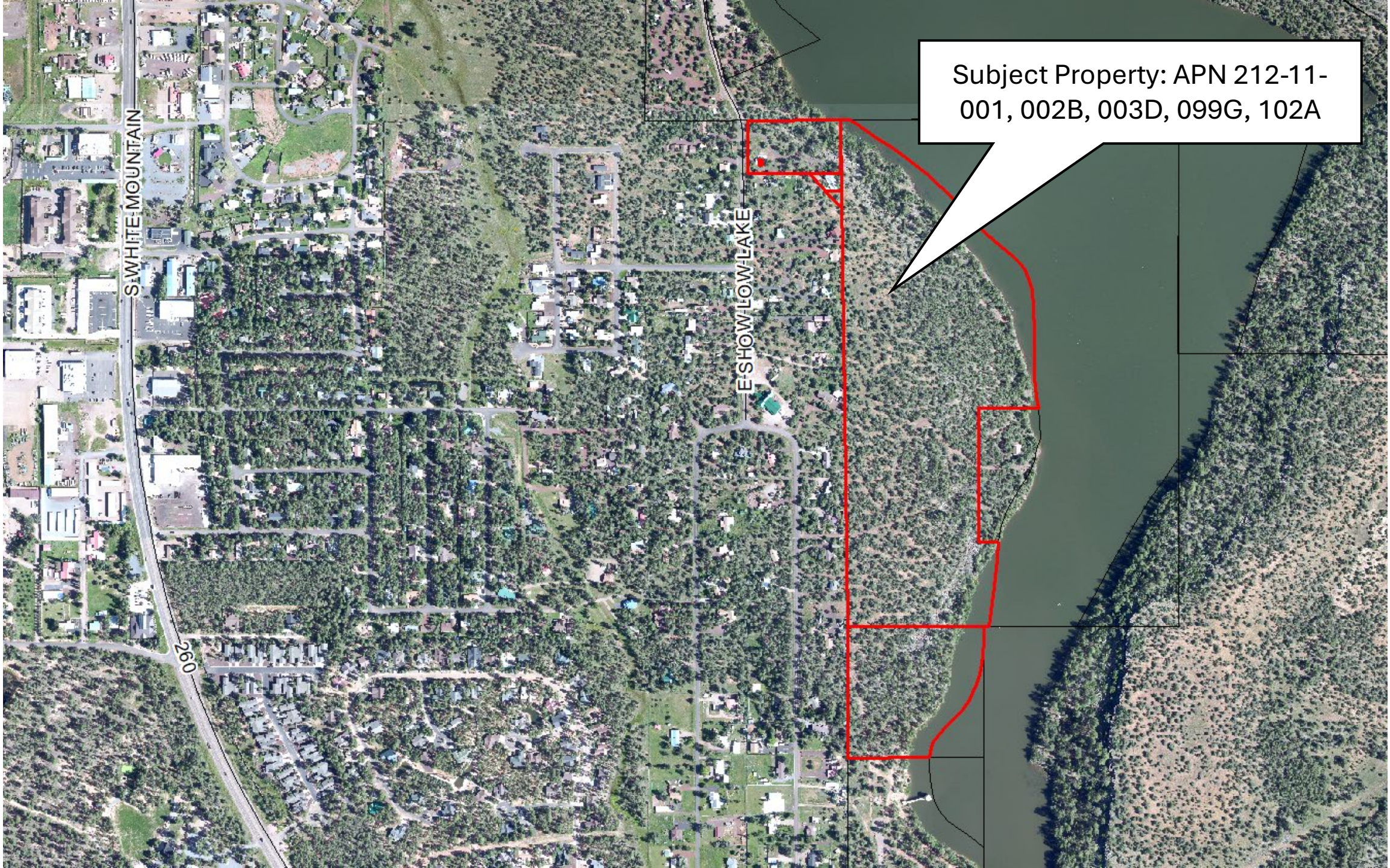
**PROPERTY INFORMATION**

Address of Property: APN 212-11-099G Parcel Number: 212-11-099G, -102A, -001, -002B, -003D  
Legal Description of Property: Navajo County Parcel APNs 212-11-001, 212-11-099G, 212-11-002B  
212-11-102A, 212-11-003D

**PROPOSAL**

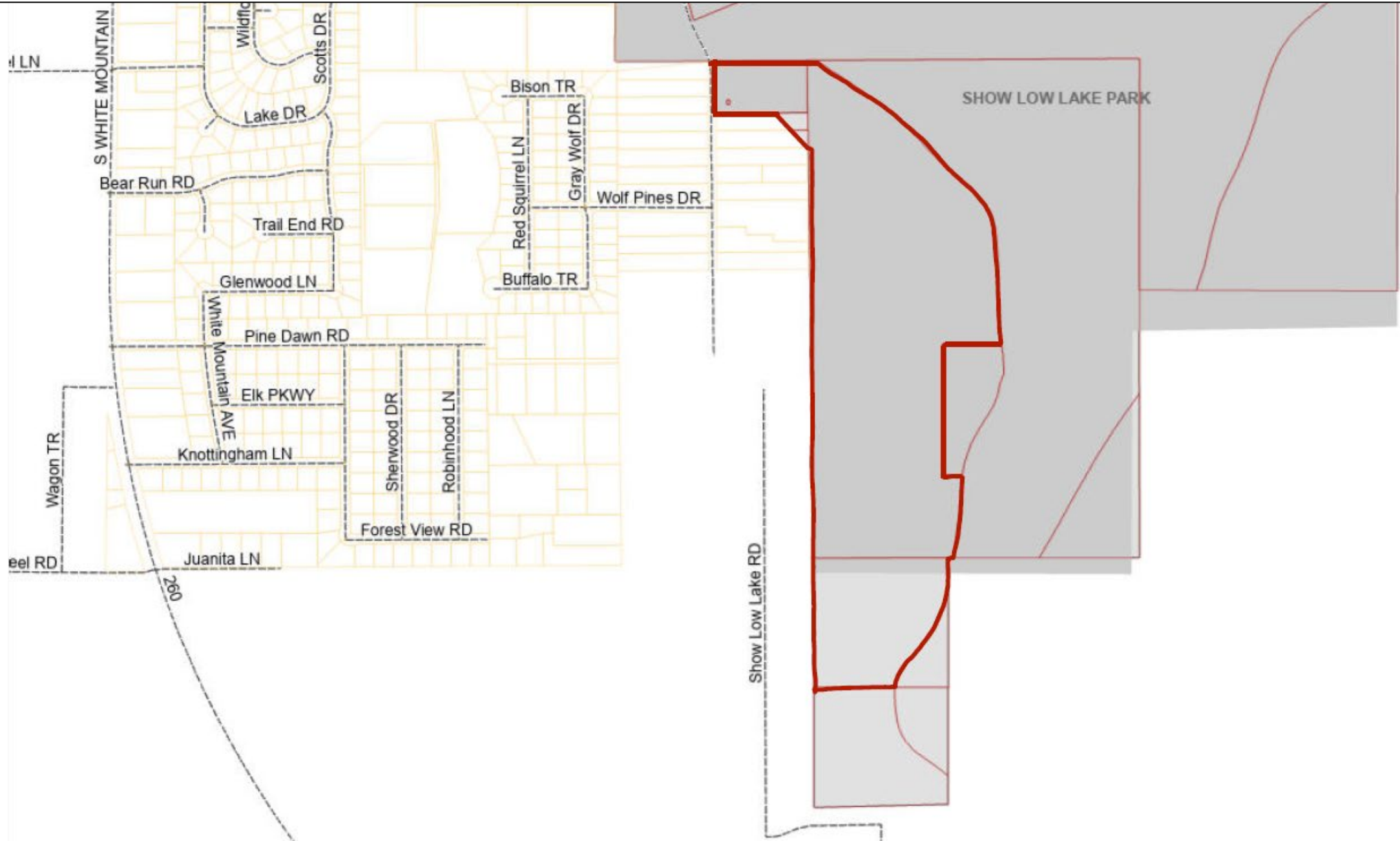
Name of proposed subdivision: Water's Edge Number of proposed lots: 62  
Current Zoning Classification: PUD and AR-43X Is a zone change proposed or required?  Yes  No  
Provide a brief description of the proposed land development: 62 lot private gated single family residential subdivision





Subject Property: APN 212-11-001, 002B, 003D, 099G, 102A

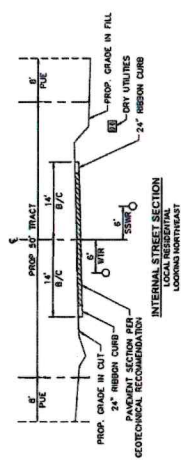
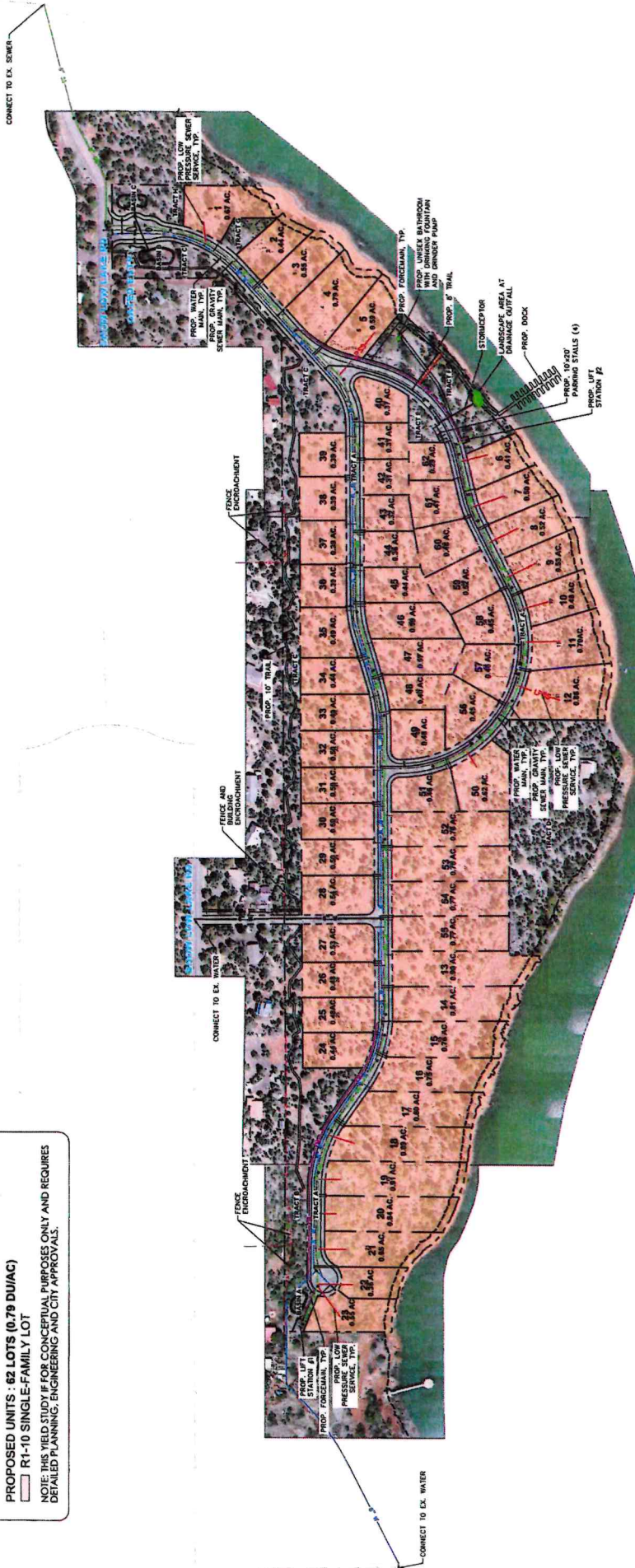
Subject Property: APN 212-11-001, 002B, 003D, 099G, 102A



**SITE DATA**

LOCATION: WEST SIDE OF SHOW LOW LAKE  
 MUNICIPALITY: SHOW LOW, ARIZONA  
 OVERALL SITE AREA: +/- 48.90 ACRES (GROSS)  
 PROPOSED USE: SINGLE FAMILY RESIDENTIAL  
 PROPOSED UNITS: 62 LOTS (0.79 DU/AC)  
 R1-10 SINGLE-FAMILY LOT

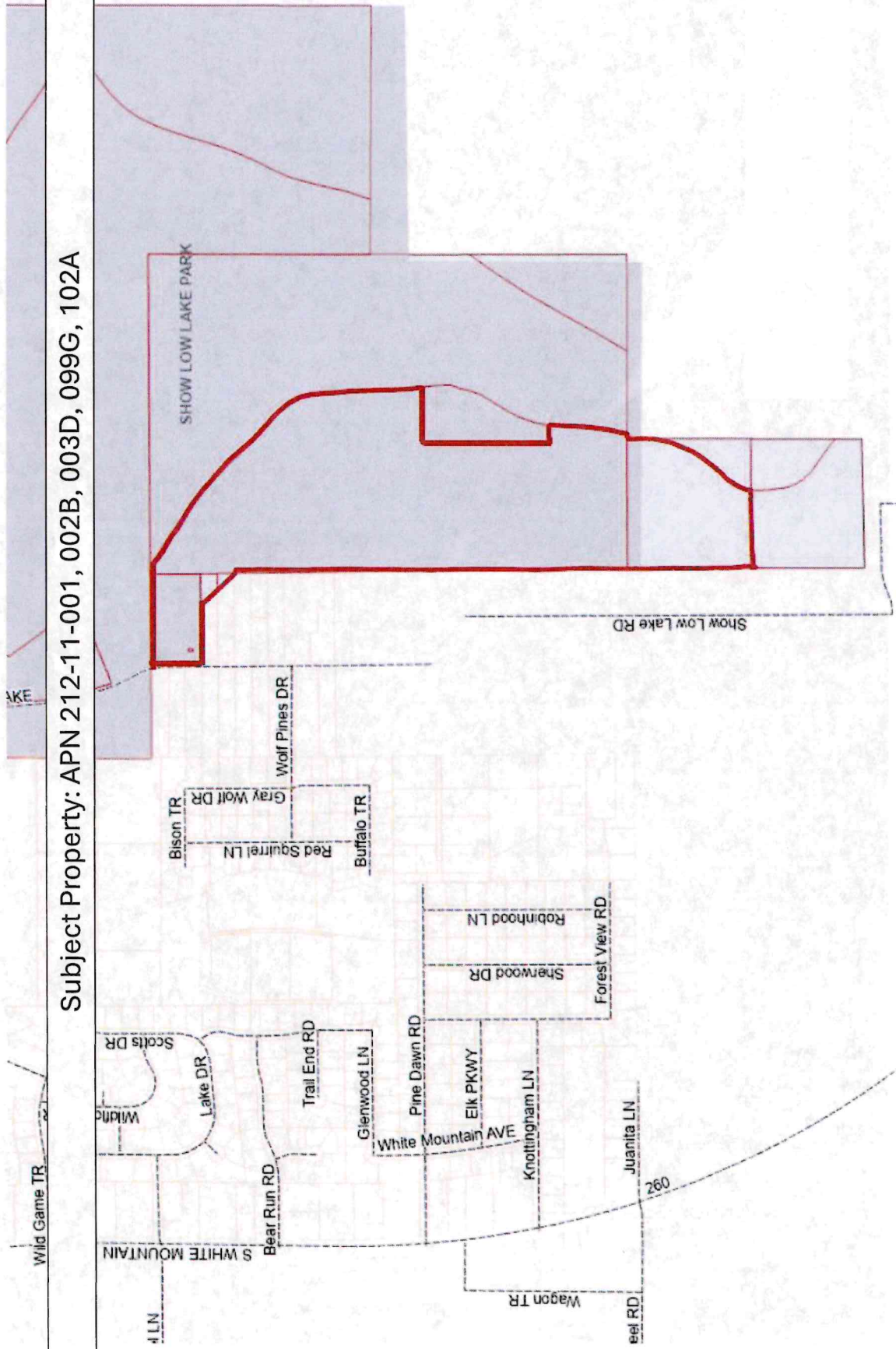
NOTE: THIS YIELD STUDY IS FOR CONCEPTUAL PURPOSES ONLY AND REQUIRES DETAILED PLANNING, ENGINEERING AND CITY APPROVALS.



**CONCEPTUAL SITE PLAN**  
 1/8/2026

**WATER'S EDGE**  
 SHOW LOW, AZ

Subject Property: APN 212-11-001, 002B, 003D, 099G, 102A



**ENGINEER**

KIMLEY-HORN & ASSOCIATES  
2046 RIVERVIEW AUTO DRIVE, STE 400  
MESA, ARIZONA 85201  
TELEPHONE: (480) 207-2687  
CONTACT: JON GITT, P.E.

**OWNER/DEVELOPER**

CAMELOT HOMES, INC.  
6607 N. SCOTTSDALE RD., STE H-100  
SCOTTSDALE, AZ 85250  
TELEPHONE: (602) 694-0792  
CONTACT: MIKE BREKKE

**LEGAL DESCRIPTION**

NAVAJO COUNTY ASSESSOR'S PARCEL NUMBERS  
212-11-099G, 212-11-102A, 212-11-001,  
212-11-002B, 212-11-003D

**SURVEYOR**

HIGH PLAINS SURVEYING  
P.O. BOX 1348  
SHOW LOW, ARIZONA 85902  
PHOENIX, ARIZONA 85024  
TELEPHONE: (928) 241-2990  
CONTACT: MARK ODENBACH, R.L.S.

**BENCHMARK**

A 1/2" REBAR ON THE WESTERLY SIDE OF SHOW  
LOW LAKE SOUTH OF THE DAM.  
LATITUDE: 34°11'42.24"N  
LONGITUDE: -110°00'22.27"W  
ELEVATION: 6582.96', NAVD 88

ELEVATIONS DERIVED FROM NGS CONTROL  
POINT "SHOW LOW LAKE", PID DK8091, HAVING  
AND ELEVATION OF 6567.94', NAVD88.

**BASIS OF BEARING**

THE BASIS OF BEARINGS IS GRID NORTH, NAD83,  
ARIZONA EAST, DETERMINED BY GPS OBSERVATIONS.

**ZONING**

PUD

**BUILDING SETBACKS**

FRONT: 20'  
SIDE: 10'  
REAR: 15'

**SERVICES**

| SERVICE  | PROVIDER                         |
|----------|----------------------------------|
| WATER    | ARIZONA WATER COMPANY            |
| SEWER    | CITY OF SHOW LOW                 |
| ELECTRIC | NAVOPACHE ELECTRIC COOPERATIVE   |
| TELECOM  | SPARKLIGHT                       |
| GAS      | UNISOURCE ENERGY SERVICES        |
| FIRE     | TIMBER MESA FIRE AND MEDICAL     |
| POLICE   | SHOW LOW POLICE DEPARTMENT       |
| SCHOOL   | SHOW LOW UNIFIED SCHOOL DISTRICT |

**SITE DATA**

GROSS AREA 47.81 AC±  
NET AREA 47.81 AC±  
TOTAL NUMBER OF LOTS 82  
AVERAGE LOT AREA 0.55 AC±  
MINIMUM LOT AREA 10,000 S.F.  
MINIMUM LOT WIDTH 60 FEET  
DENSITY 1.30 DU/AC

| TRACT USE TABLE  |                  |  |           |
|------------------|------------------|--|-----------|
| TRACT            | OWNERSHIP/MAINT. | DESCRIPTION                                | AREA (AC) |
| TRACT A          | PRIVATE HOA      | PRIVATE TRACT / UTILITIES / ACCESS         | 6.30      |
| TRACT B          | PRIVATE HOA      | OPEN SPACE / DRAINAGE                      | 0.45      |
| TRACT C          | PRIVATE HOA      | OPEN SPACE                                 | 0.20      |
| TRACT D          | PRIVATE HOA      | OPEN SPACE / ACCESS / DRAINAGE             | 3.18      |
| TRACT E          | PRIVATE HOA      | OPEN SPACE / ACCESS / UTILITIES / DRAINAGE | 1.29      |
| TRACT F          | PRIVATE HOA      | OPEN SPACE / ACCESS / DRAINAGE             | 2.05      |
| TRACT G          | PRIVATE HOA      | OPEN SPACE                                 | 0.19      |
| TRACT H          | PRIVATE HOA      | OPEN SPACE / ACCESS                        | 0.06      |
| TRACT I          | PRIVATE HOA      | LIFT STATION                               | 0.01      |
| TRACT J          | PRIVATE HOA      | LIFT STATION                               | 0.02      |
| TOTAL OPEN SPACE |                  |  | 7.42      |

| LOT AREA TABLE |           |           |
|----------------|-----------|-----------|
| LOT NUMBER     | AREA (SF) | AREA (AC) |
| 1              | 29,391    | 0.67      |
| 2              | 19,052    | 0.44      |
| 3              | 23,881    | 0.55      |
| 4              | 34,382    | 0.79      |
| 5              | 25,569    | 0.59      |
| 6              | 17,876    | 0.41      |
| 7              | 21,613    | 0.50      |
| 8              | 22,747    | 0.52      |
| 9              | 23,240    | 0.53      |
| 10             | 21,036    | 0.48      |
| 11             | 30,332    | 0.70      |
| 12             | 37,492    | 0.86      |
| 13             | 39,024    | 0.90      |
| 14             | 35,148    | 0.81      |
| 15             | 33,134    | 0.76      |
| 16             | 32,489    | 0.75      |
| 17             | 34,971    | 0.80      |
| 18             | 38,792    | 0.89      |
| 19             | 39,676    | 0.91      |
| 20             | 36,509    | 0.84      |

| LOT AREA TABLE |           |           |
|----------------|-----------|-----------|
| LOT NUMBER     | AREA (SF) | AREA (AC) |
| 21             | 28,416    | 0.65      |
| 22             | 15,676    | 0.36      |
| 23             | 23,791    | 0.55      |
| 24             | 19,150    | 0.44      |
| 25             | 20,920    | 0.48      |
| 26             | 21,000    | 0.48      |
| 27             | 22,966    | 0.53      |
| 28             | 23,560    | 0.54      |
| 29             | 21,840    | 0.50      |
| 30             | 21,840    | 0.50      |
| 31             | 21,840    | 0.50      |
| 32             | 21,840    | 0.50      |
| 33             | 21,448    | 0.49      |
| 34             | 19,047    | 0.44      |
| 35             | 21,395    | 0.49      |
| 36             | 16,879    | 0.39      |
| 37             | 16,875    | 0.39      |
| 38             | 16,875    | 0.39      |
| 39             | 16,875    | 0.39      |
| 40             | 15,914    | 0.37      |

| LOT AREA TABLE |           |           |
|----------------|-----------|-----------|
| LOT NUMBER     | AREA (SF) | AREA (AC) |
| 41             | 13,382    | 0.31      |
| 42             | 13,385    | 0.31      |
| 43             | 14,031    | 0.32      |
| 44             | 15,794    | 0.36      |
| 45             | 19,194    | 0.44      |
| 46             | 25,569    | 0.59      |
| 47             | 24,751    | 0.57      |
| 48             | 17,571    | 0.40      |
| 49             | 20,987    | 0.48      |
| 50             | 26,846    | 0.62      |
| 51             | 19,965    | 0.46      |
| 52             | 33,667    | 0.78      |
| 53             | 33,765    | 0.78      |
| 54             | 33,663    | 0.77      |
| 55             | 33,561    | 0.77      |
| 56             | 19,504    | 0.45      |
| 57             | 20,031    | 0.46      |
| 58             | 19,615    | 0.45      |
| 59             | 22,694    | 0.52      |
| 60             | 20,161    | 0.46      |

| LOT AREA TABLE |           |           |
|----------------|-----------|-----------|
| LOT NUMBER     | AREA (SF) | AREA (AC) |
| 61             | 17,882    | 0.41      |
| 62             | 12,760    | 0.29      |

**SHEET INDEX**

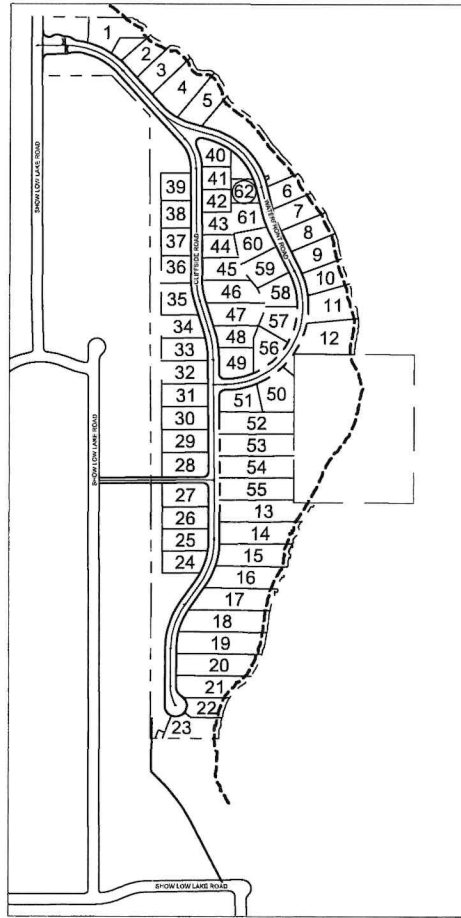
| SHEET NO. | TITLE                     |
|-----------|---------------------------|
| 01        | COVER SHEET               |
| 02-05     | PRELIMINARY PLAT          |
| 06-09     | GRADING AND DRAINAGE PLAN |
| 10-11     | PRELIMINARY UTILITY PLAN  |

**FLOOD INSURANCE RATE MAPE (FIRM) INFORMATION**

| COMMUNITY NUMBER | PANEL # | PANEL DATE | SUFFIX | DATE OF FIRM (INDEX DATE) | FIRM ZONE | BASE FLOOD ELEVATION (FT) (ENTER DEPTH IN ZONE AO) |
|------------------|---------|------------|--------|---------------------------|-----------|--|
| 040066           | 4709    | 08/17/2015 | F      | 12/17/2025                | X, AE     | N/A  |
| 040066           | 4717    | 08/17/2015 | F      | 12/17/2025                | X, AE     | N/A  |

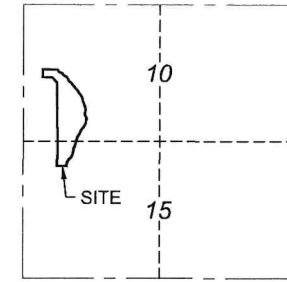
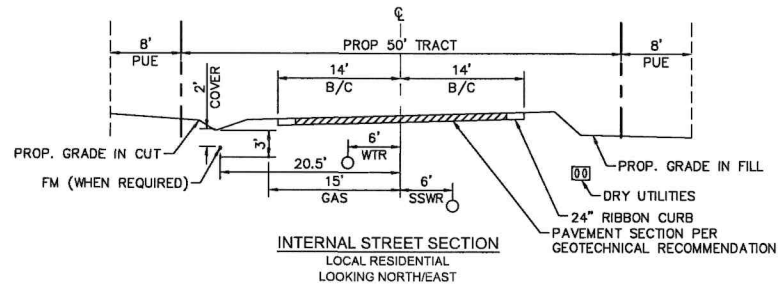
**PRELIMINARY PLAT  
AND  
PRELIMINARY GRADING AND DRAINAGE  
FOR  
WATER'S EDGE**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10 AND THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 22 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA.



**PROJECT MAP**

SCALE: 1"=400'



T.9N, R.22E  
**VICINITY MAP**  
N.T.S.

**LEGEND**

- PROPERTY LINE
- - - PROPOSED EASEMENT
- EXISTING EASEMENT
- W --- PROPOSED WATER LINE
- S --- PROPOSED SEWER LINE
- FM --- PROPOSED FORCEMAIN
- PROPOSED STORM DRAIN
- PROPOSED LOT LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED EDGE OF PAVEMENT
- EXISTING EDGE OF PAVEMENT
- PROPOSED CENTERLINE
- BUILDING SETBACK
- DRAINAGE SWALE
- RETAINING WALL
- LIMITS OF DISTURBANCE
- 100-YEAR INUNDATION LIMITS
- PROPOSED SURVEY MONUMENT
- PROPOSED FIRE HYDRANT
- RIGHT-OF-WAY
- BACK OF CURB
- TYPICAL
- ACCESS EASEMENT
- DRAINAGE EASEMENT
- EXISTING CENTERLINE
- PROPERTY LINE
- HOMEOWNERS ASSOCIATION
- WATER AND SEWER FACILITIES EASEMENT
- REAR YARD SETBACK
- SIDE YARD SETBACK
- FRONT YARD SETBACK
- CUBIC FEET PER SECOND
- TO BE ABANDONED
- SIGHT VISIBILITY TRIANGLE
- DESERT SCENIC ROADWAY EASEMENT
- TO BE ABANDONED
- VEHICULAR NON-ACCESS EASEMENT
- PEDESTRIAN AND VEHICULAR ACCESS EASEMENT
- PAVEMENT SPOT ELEVATION AT FINISHED GRADE
- FLOW LINE
- EXISTING GRADE
- FINISHED GRADE
- FORCEMAIN
- BUILDING PAD ELEVATION
- STORM DRAIN
- SANITARY SEWER
- PROPOSED LOT NUMBERS
- LAST LOT IDENTIFIER
- CROSS SECTION ID
- PEAK FLOWS:  
27 - POST DEVELOPMENT  
(30) - PRE DEVELOPMENT
- APPROX. LIMITS OF 100 YEAR INUNDATION
- PAD CONSTRUCTION ENVELOPE

**ENGINEERS CERTIFICATION:**  
THE LOWEST FLOOR ELEVATIONS AND/OR FLOOD PROOFING ELEVATIONS ON THIS PLAN ARE SUFFICIENTLY HIGH TO PROVIDE PROTECTION FROM FLOODING CAUSED BY A 100-YEAR STORM, AND ARE IN ACCORDANCE WITH SCOTTSDALE REVISED CODE, CHAPTER 37 - FLOODPLAIN AND STORMWATER REGULATIONS.

**Kimley»Horn**  
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.  
2046 RIVERVIEW AUTO DRIVE, SUITE 400  
MESA, ARIZONA 85201 (480) 207-2686

**WATER'S EDGE  
PRELIMINARY PLAT  
COVER SHEET  
SHOW LOW, AZ**



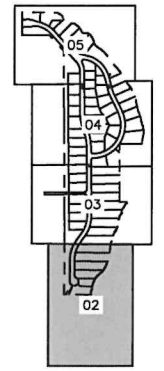
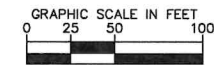
PROJECT NO. 291104133  
DRAWING NAME CV.DWG

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| L7         | 172.45 | S0°24'58.68"W |

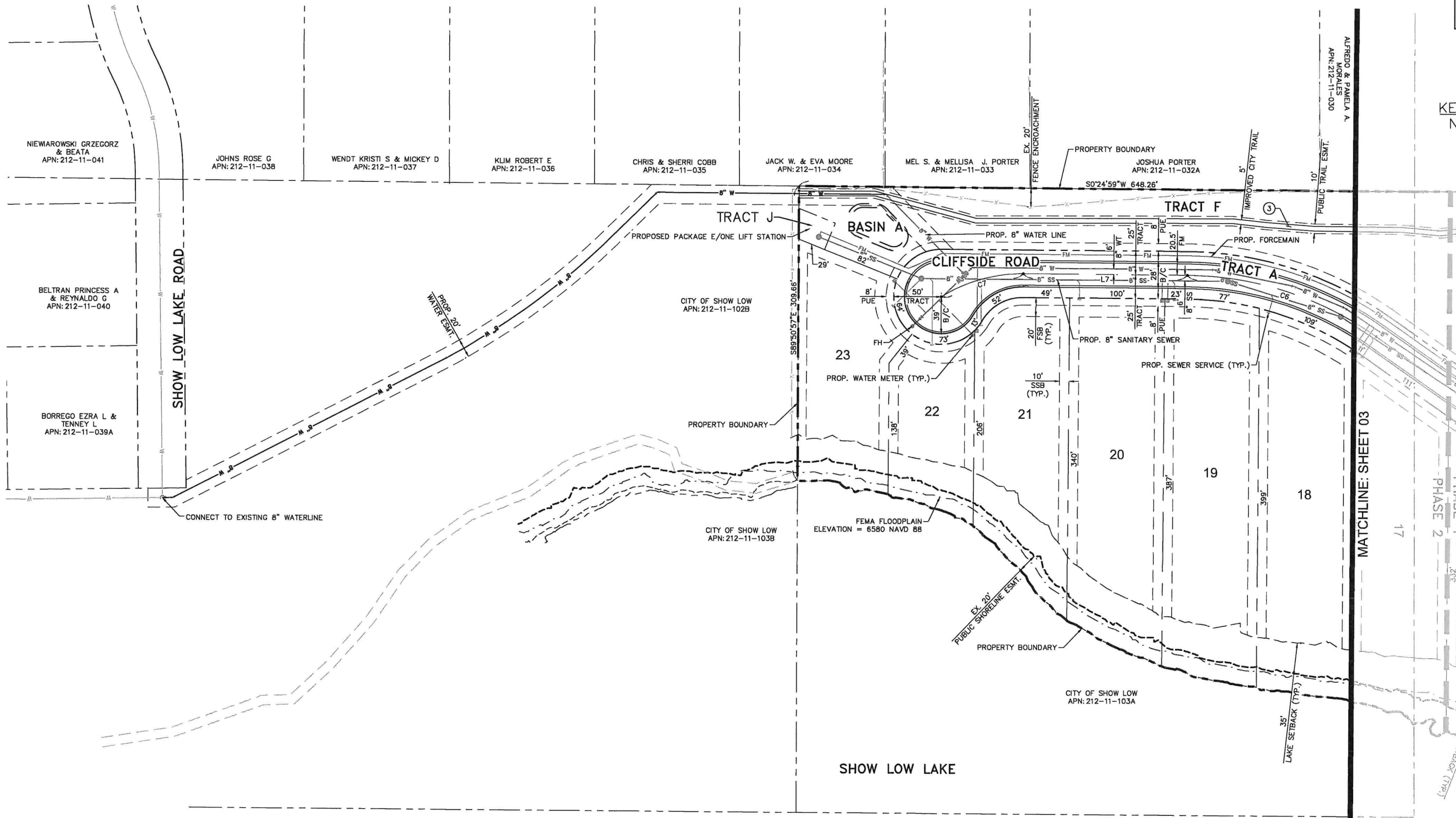
| CURVE TABLE |         |         |           |         |
|-------------|---------|---------|-----------|---------|
| CURVE       | RADIUS  | LENGTH  | DELTA     | TANGENT |
| C6          | 350.00' | 212.69' | 34°49'06" | 109.74' |
| C7          | 162.50' | 91.34'  | 32°12'15" | 46.91'  |

KEY NOTES

- EXISTING OVERHEAD POWERLINE TO BE REMOVED. POWER TO BE PROVIDED TO EXISTING CABIN WITH SUBDIVISION IMPROVEMENTS.
- EXISTING WATERLINE TO BE REMOVED. WATER TO BE PROVIDED TO EXISTING CABIN WITH SUBDIVISION IMPROVEMENTS.
- IMPROVED CITY TRAIL TO BE CONSTRUCTED OF 4" THICK AGGREGATE SURFACE COMPACTED TO 95% OVER A 6" THICK DIRTY CINDER/NATIVE SUB-GRADE COMPACTED TO 90%.
- EXISTING WATER VALVE TO BE REMOVED.



KEYMAP  
N.T.S



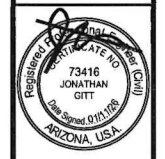
NOTE: CITY TO RELOCATE EXISTING TRAIL ALONG LAKE TO WEST SIDE OF PROPERTY TO CONNECT TO 5' MEANDERING TRAIL ALONG THE WEST SIDE OF WATER'S EDGE

K:\LEAV\50\291104133 - Corral Show Low\CAD\Drawings\PP.dwg Jan 11, 2026 Jon.Gitt  
XREFS: XIP.XIS XTRIP.XBI-PP.XPA.XUT  
THIS DRAWING IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OR REPRODUCTION OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION IS STRICTLY PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED TO KIMLEY-HORN AND ASSOCIATES, INC. AND FOR PROVIDING SUFFICIENT INFORMATION AND DATA TO COMPLETE THE PROJECT WITHOUT DELAY OR INCONVENIENCE TO THE CLIENT.

**Kimley»Horn**  
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.  
2046 RIVERVIEW AUTO DRIVE, SUITE 400  
MESA, ARIZONA 85201 (480) 207-2686

SCALE (H): 1"=50'  
SCALE (V): NONE  
DESIGNED BY: JCS  
DRAWN BY: DHS  
CHECKED BY: CLB  
DATE: Jan, 2026

WATER'S EDGE  
PRELIMINARY PLAT  
PRELIMINARY PLAT  
SHOW LOW, AZ



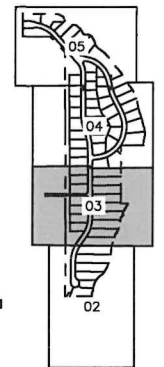
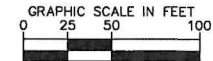
PROJECT NO.  
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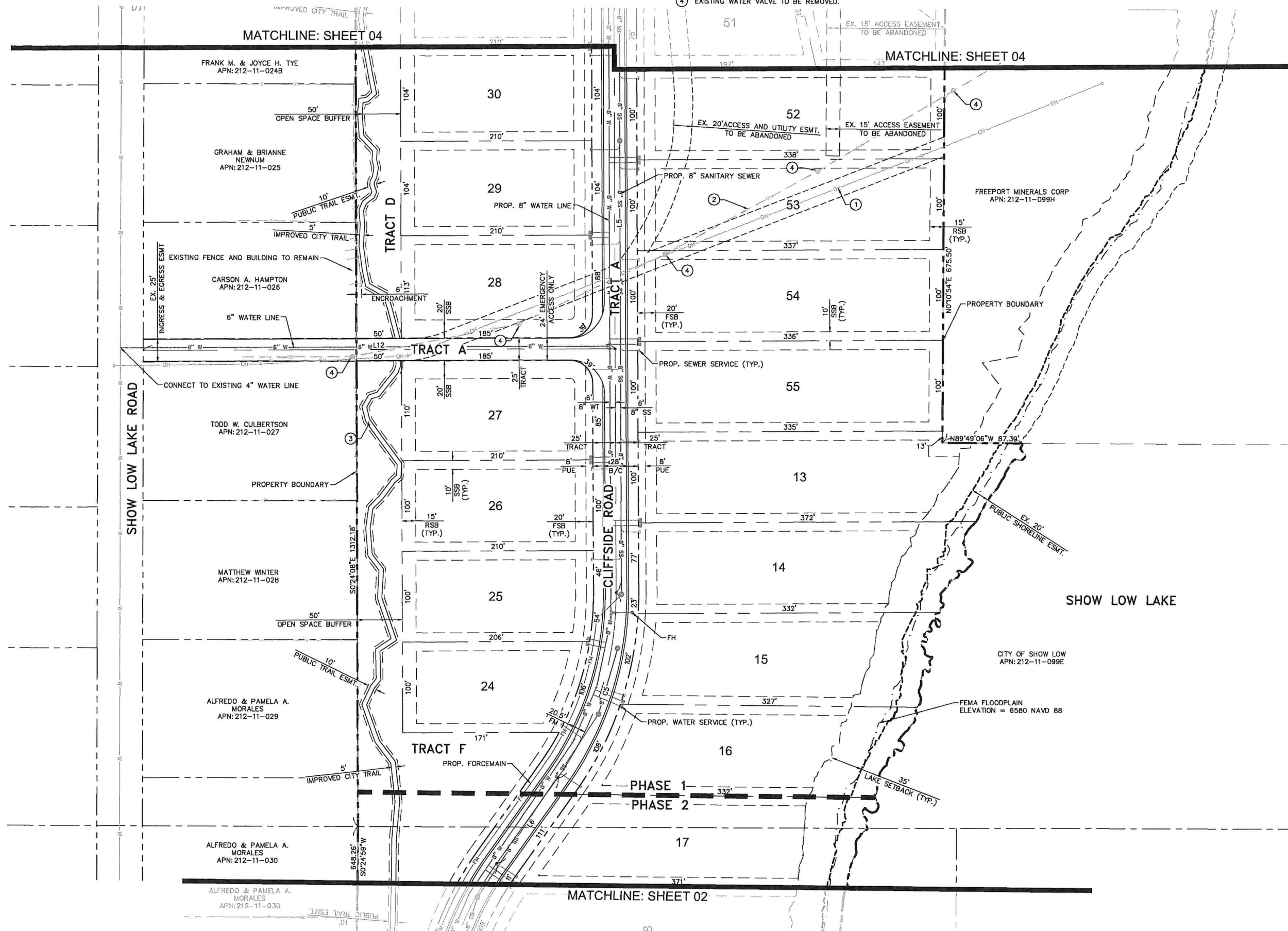
| LINE | LENGTH | BEARING        |
|------|--------|----------------|
| L5   | 814.41 | S0°24'07.79"E  |
| L6   | 115.62 | S35°14'04.68"W |
| L12  | 519.29 | N89°35'52.21"E |

| CURVE | RADIUS  | LENGTH  | DELTA     | TANGENT |
|-------|---------|---------|-----------|---------|
| C5    | 350.00' | 217.69' | 35°38'12" | 112.50' |

- KEY NOTES
- EXISTING OVERHEAD POWERLINE TO BE REMOVED. POWER TO BE PROVIDED TO EXISTING CABIN WITH SUBDIVISION IMPROVEMENTS.
  - EXISTING WATERLINE TO BE REMOVED. WATER TO BE PROVIDED TO EXISTING CABIN WITH SUBDIVISION IMPROVEMENTS.
  - IMPROVED CITY TRAIL TO BE CONSTRUCTED OF 4" THICK AGGREGATE SURFACE COMPACTED TO 95% OVER A 6" THICK DIRTY CINDER/NATIVE SUB-GRADE COMPACTED TO 90%.
  - EXISTING WATER VALVE TO BE REMOVED.



KEYMAP  
N.T.S.

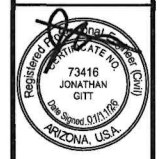


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 2046 RIVERVIEW AUTO DRIVE, SUITE 400  
 MESA, ARIZONA 85201 (480) 207-2666

SCALE (H): 1"=50'  
 SCALE (V): NONE  
 DESIGNED BY: JCS  
 DRAWN BY: DHS  
 CHECKED BY: CLB  
 DATE: Jan 2026

WATER'S EDGE  
 PRELIMINARY PLAT  
 PRELIMINARY PLAT  
 SHOW LOW, AZ



PROJECT NO.  
291104133  
 DRAWING NAME  
PP  
 03 OF 11

| NO. | REVISION | BY | DATE | APPR. |
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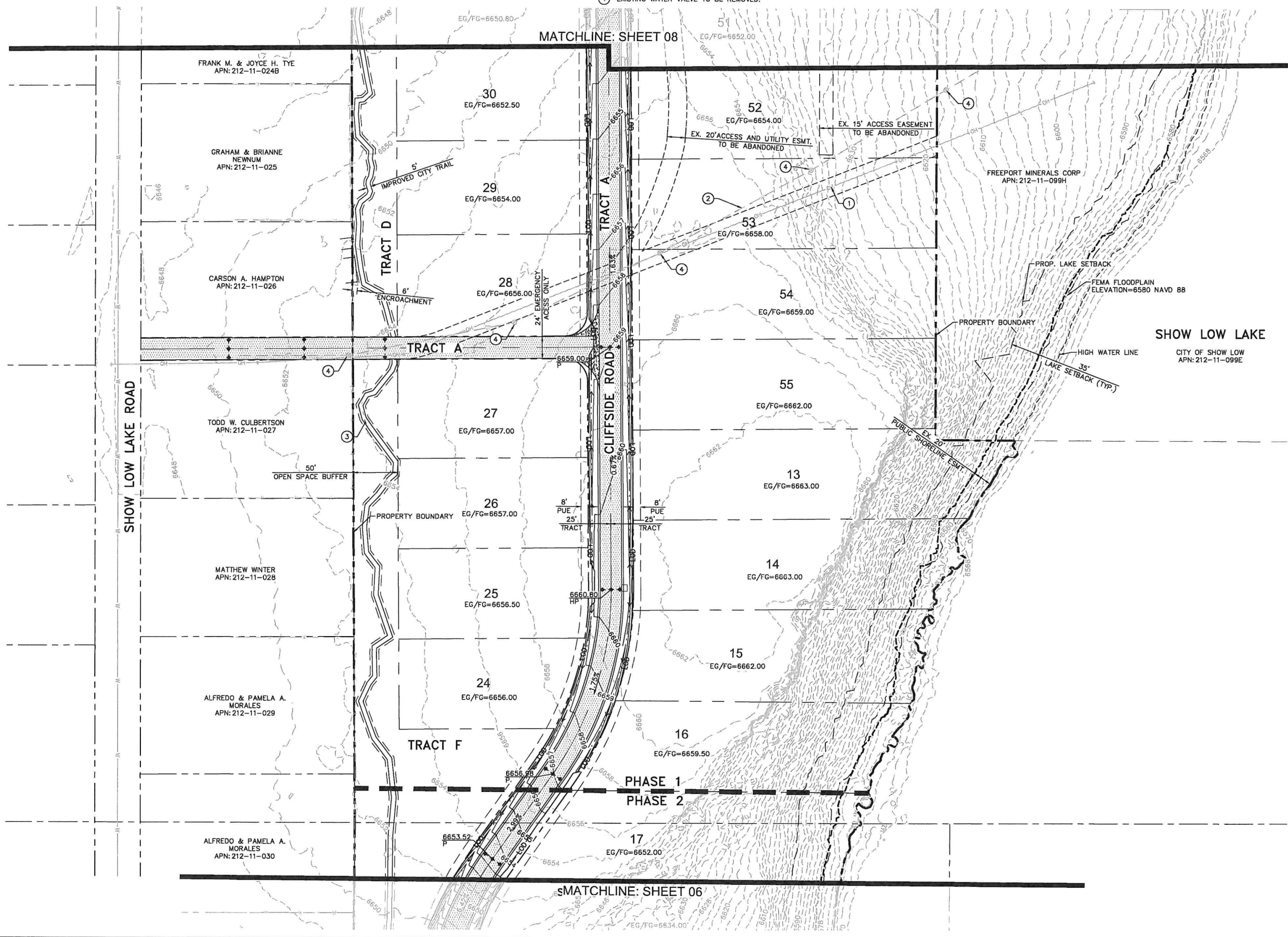
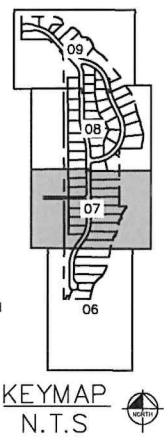
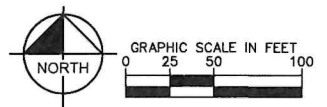


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- KEY NOTES**
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  - EXISTING WATER VALVE TO BE REMOVED.

EG/FG = ESTIMATED FINISHED GRADE

\*ESTIMATED FINISHED GRADE FOR PRELIMINARY GRADING DESIGN. PAD FINISHED GRADE IS SUBJECT TO CHANGE AND WILL BE DETERMINED AT THE TIME OF SINGLE LOT GRADING AND DRAINAGE PLANS.



MATCHLINE: SHEET 08

MATCHLINE: SHEET 06

| <p><b>Kimley»Horn</b><br/>         © 2026 KIMLEY-HORN AND ASSOCIATES, INC.<br/>         2046 RIVERVIEW AUTO DRIVE, SUITE 400<br/>         MESA, ARIZONA 85201 (480) 207-2666</p> |          | <p>SCALE (H): 1"=50'<br/>         SCALE (V): NONE</p>  | <p>DESIGNED BY: JCS<br/>         DRAWN BY: DHS<br/>         CHECKED BY: CLB</p> | <p>DATE: Jan. 2026</p> |     |          |    |      |       |  |  |  |  |  |
|--|----------|--|---|------------------------|-----|----------|----|------|-------|--|--|--|--|--|
|  |          | <p>PROJECT NO. 291104133<br/>         DRAWING NAME GD<br/>         07 OF 11</p>  |   |                        |     |          |    |      |       |  |  |  |  |  |
| <p>WATER'S EDGE<br/>         PRELIMINARY PLAT<br/>         GRADING AND DRAINAGE PLAN<br/>         SHOW LOW, AZ</p>   |          | <p>REVISION</p> <table border="1"> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> <th>APPR.</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> |   |                        | NO. | REVISION | BY | DATE | APPR. |  |  |  |  |  |
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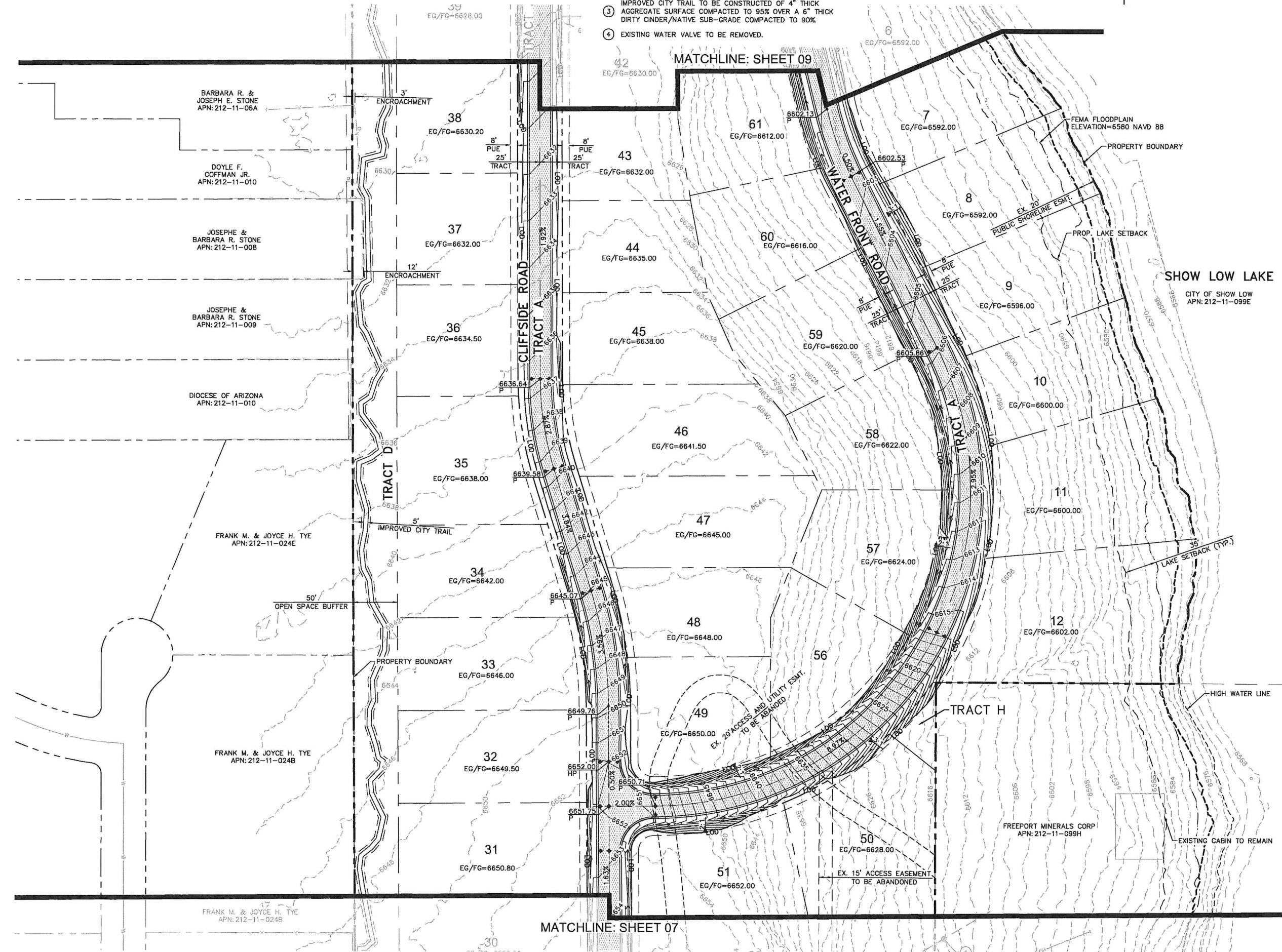
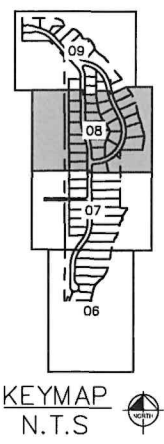
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 BY DATE APPR.

KEY NOTES

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MATCHLINE: SHEET 07

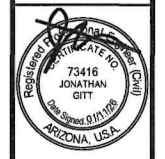
MATCHLINE: SHEET 09

| NO. | REVISION | BY | DATE | APPR. |
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SCALE (H): 1"=50'  
 SCALE (V): NONE  
 DESIGNED BY: JCS  
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 DATE: Jan 2026

WATER'S EDGE  
 PRELIMINARY PLAT  
 GRADING AND DRAINAGE PLAN  
 SHOW LOW, AZ

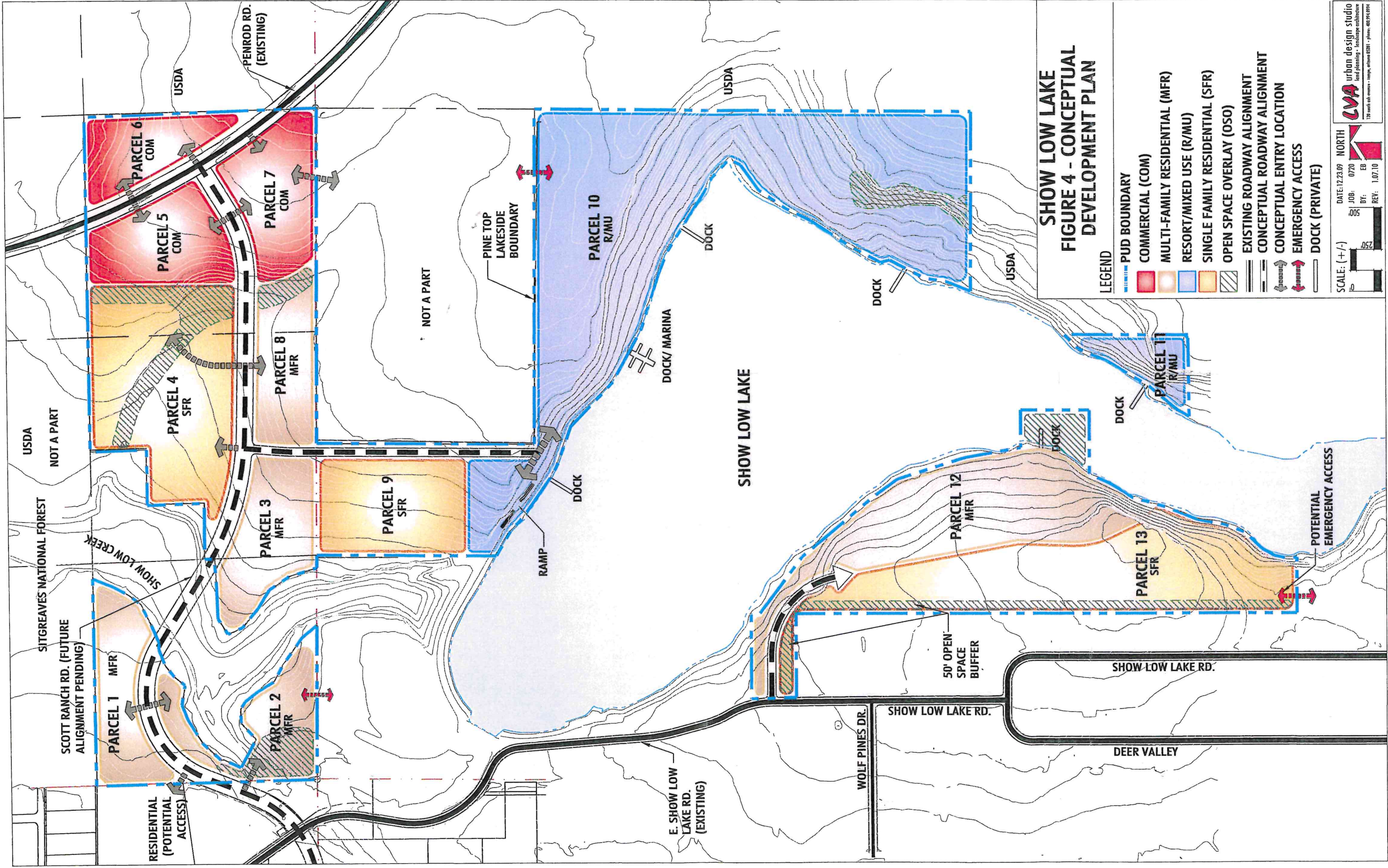


PROJECT NO.  
291104133  
 DRAWING NAME  
GD  
 08 of 11









**SHOW LOW LAKE  
FIGURE 4 - CONCEPTUAL  
DEVELOPMENT PLAN**

**LEGEND**

- PUD BOUNDARY
- COMMERCIAL (COM)
- MULTI-FAMILY RESIDENTIAL (MFR)
- RESORT/MIXED USE (R/MU)
- SINGLE FAMILY RESIDENTIAL (SFR)
- OPEN SPACE OVERLAY (OSO)
- EXISTING ROADWAY ALIGNMENT
- CONCEPTUAL ROADWAY ALIGNMENT
- CONCEPTUAL ENTRY LOCATION
- EMERGENCY ACCESS
- DOCK (PRIVATE)

SCALE: (+/-)

DATE: 12.23.09 NORTH

JOB: 0720

BY: EB

REV: 1.07.10

**CVA** urban design studio  
land planning · landscape architecture  
120 north oak street · tempe, arizona 85281 · phone: 480.944.6974

**CITY OF SHOW LOW ORDINANCE NO. 2010-03**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, AMENDING THE ZONING ORDINANCE OF THE CITY, ARTICLE 15-1, AMENDING THE ZONING MAP, CHANGING THE ZONING ON PROPERTY LOCATED IN SECTIONS 3 AND 10, TOWNSHIP 9 NORTH, RANGE 22 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS A.P. NOS. 212-02-004 AND 212-02-005 FROM GA-5 (GENERAL AGRICULTURAL, FIVE ACRES) AND A.P. NOS. 212-01-004B, 212-11-001, 212-11-101, 212-11-092, AND 212-11-099C FROM AR-43 (AGRICULTURAL-RESIDENTIAL, 43,000 SQUARE FEET) TO P.U.D. (PLANNED UNIT DEVELOPMENT)**

**RECITALS:**

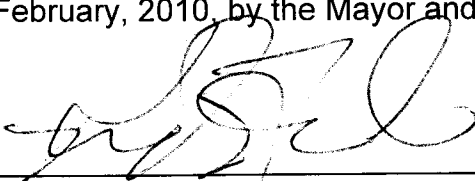
1. Article 15-1, Section 15-1-42 of the Zoning Ordinance of the City of Show Low establishes zoning districts within the City of Show Low as shown on the map entitled "Zoning Map of the City of Show Low" which is incorporated in said Article 15-1 by reference, and empowers the Council to make changes in said zoning districts.
2. The Planning and Zoning Commission, at its Regular Meeting of February 9, 2010, held a public hearing on the zone change herein described and recommended the change be adopted by the Council.

**ENACTMENT:**

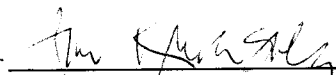
**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Show Low, Arizona as follows:

The map entitled "Zoning Map of the City of Show Low" which is incorporated by reference into the Zoning Ordinance of the City of Show Low by Article 15-1, Section 15-1-42 of said ordinance, is hereby amended by changing the portion thereof graphically represented on Exhibit A, attached hereto and made a part hereof by this reference, to show the location boundaries of the zoning districts as said location and boundaries are shown on Exhibit A; to have the effect of changing the zoning of the property legally described on Exhibit B, attached hereto and made a part hereof by this reference, from GA-5 (General Agricultural, Five Acres) and AR-43 (Agricultural-Residential, 43,000 Square Feet) to P.U.D. (Planned Unit Development); with those conditions indicated on Exhibit C, attached hereto and made a part hereof by this reference; and with the Conceptual Development Plan represented on Exhibit D, attached hereto and made a part hereof by this reference.

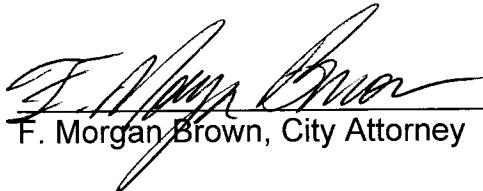
**PASSED AND ADOPTED** this 16th day of February, 2010, by the Mayor and Council of the City of Show Low, Arizona.

  
\_\_\_\_\_  
Rick Fernau, Mayor

ATTEST:

  
\_\_\_\_\_  
Ann Kurasaki, City Clerk

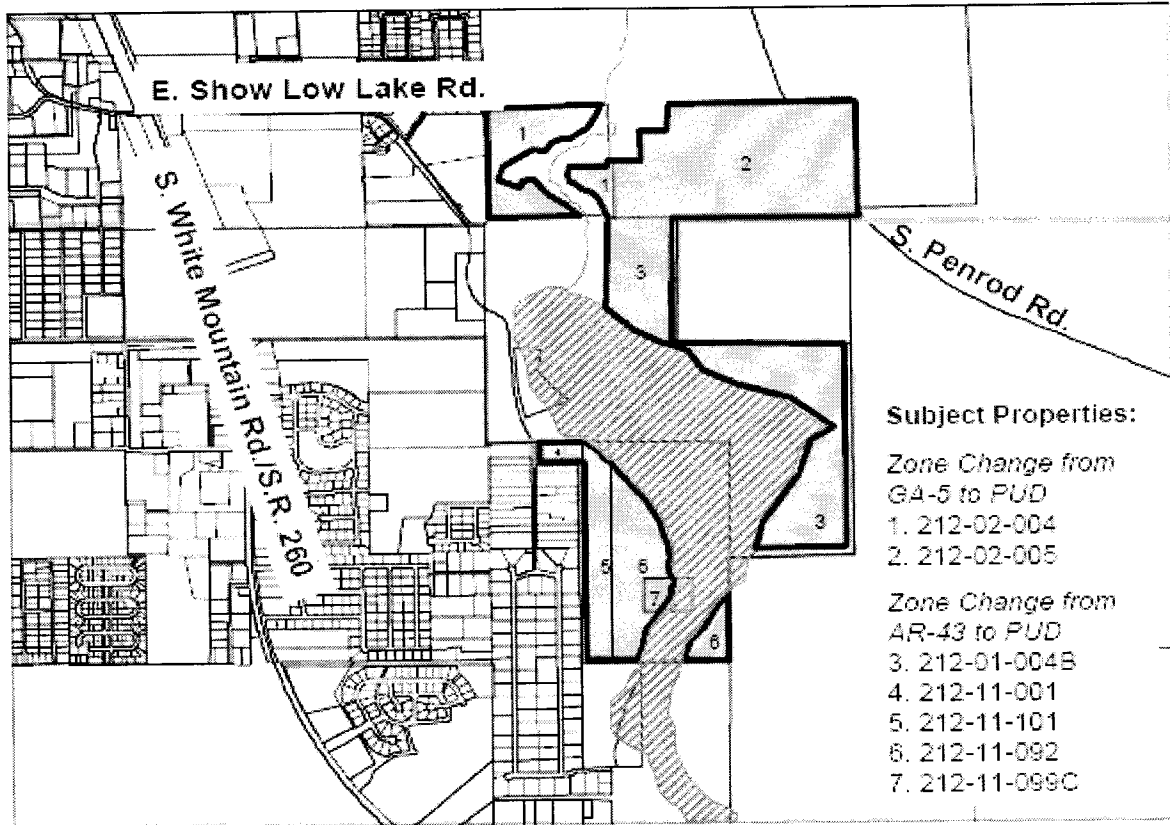
APPROVED AS TO FORM:

  
\_\_\_\_\_  
F. Morgan Brown, City Attorney

**Exhibit A**

**Subject Property Map**

Zone Change from GA-5 (General agricultural, five acres) and AR-43 (Agricultural-Residential, forty-three thousand square feet) to PUD (Planned Unit Development).



**Exhibit B**

**LEGAL DESCRIPTION**

**A.P. No. 212-01-004B**

Section 10, Township 9 North, Range 22 East: NW4 NW4;W2 NE4 NW4;SW NW4;SW4 NE4;NW4 SE4 220 ACRES EXCEPT 8AC TO AZ GAME & FISH COMMISSION PER 992/355 PARCEL 004A LESS 174.30 AC MORE OR LESS TO 004C (PER 05-16795) FOR 06 OUT OF 212-01-004 FOR 2006 ROLL

**A.P. No 212-02-004**

Section 3, Township 9 North, Range 22 East: PORTION OF SW4 SW4... LESS 16.76 AC AS DESCRIBED IN FEE#97-5885 OUT OF USA FOR '98 ROLL

**A.P. No. 212-02-005**

Section 3, Township 9 North, Range 22 East: LOT 11, E2 SE4 SW4, SW4 SE4 SW4, SE4 NW4 SE4 SW4. OUT OF USA PAT.#02-97-0003 PER FEE#97-5884

**A.P. No. 212-11-001**

KIEWATT SUBD: LOTS 1, 2, 3, BLOCK 1. EXCEPT: BEG SW COR LOT 3, BLOCK 1;TH E 54.5';TH N 69'TPOB; TH W 15';TH S 23.5';TH E 15';TH N 23.5'TPOB

**A.P. No. 212-11-092**

Section 10, Township 9 North, Range 22 East: E2 SW4 LESS 6.5 AC; TOTAL: 73.5 ACRES.

**A.P. No. 212-11-099C**

Section 10, Township 9 North, Range 22 East: BEG W4 COR; TH E 1800'; TH S 1621' TPOB; TH E 416'; TH S 416'; TH W 676'; TH N 416'; TH E 260' TPOB.

**A.P. No. 212-11-101**

Section 10, Township 9 North, Range 22 East: E2 E2 W2 SW4.

## Exhibit C

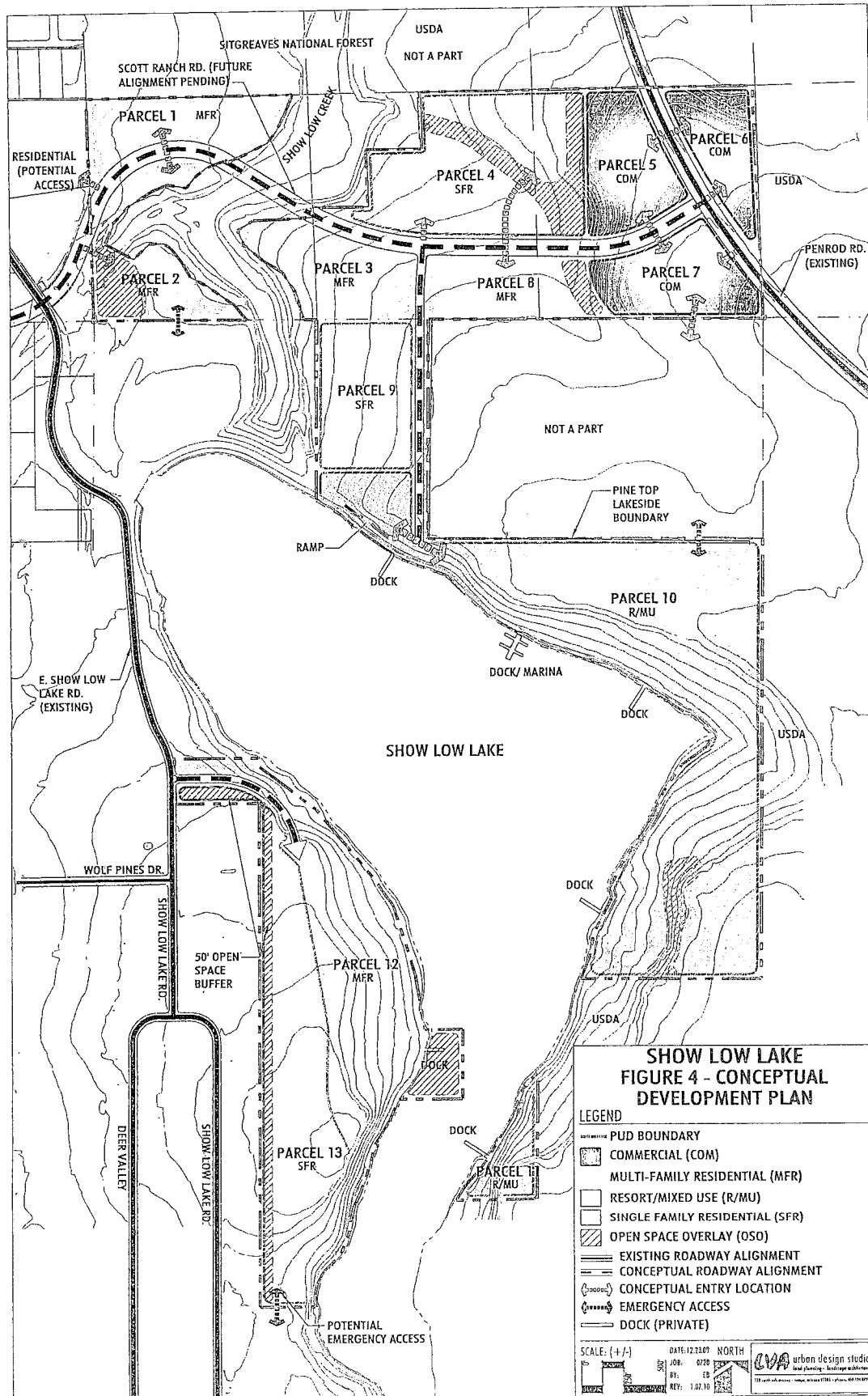
### CONDITIONS

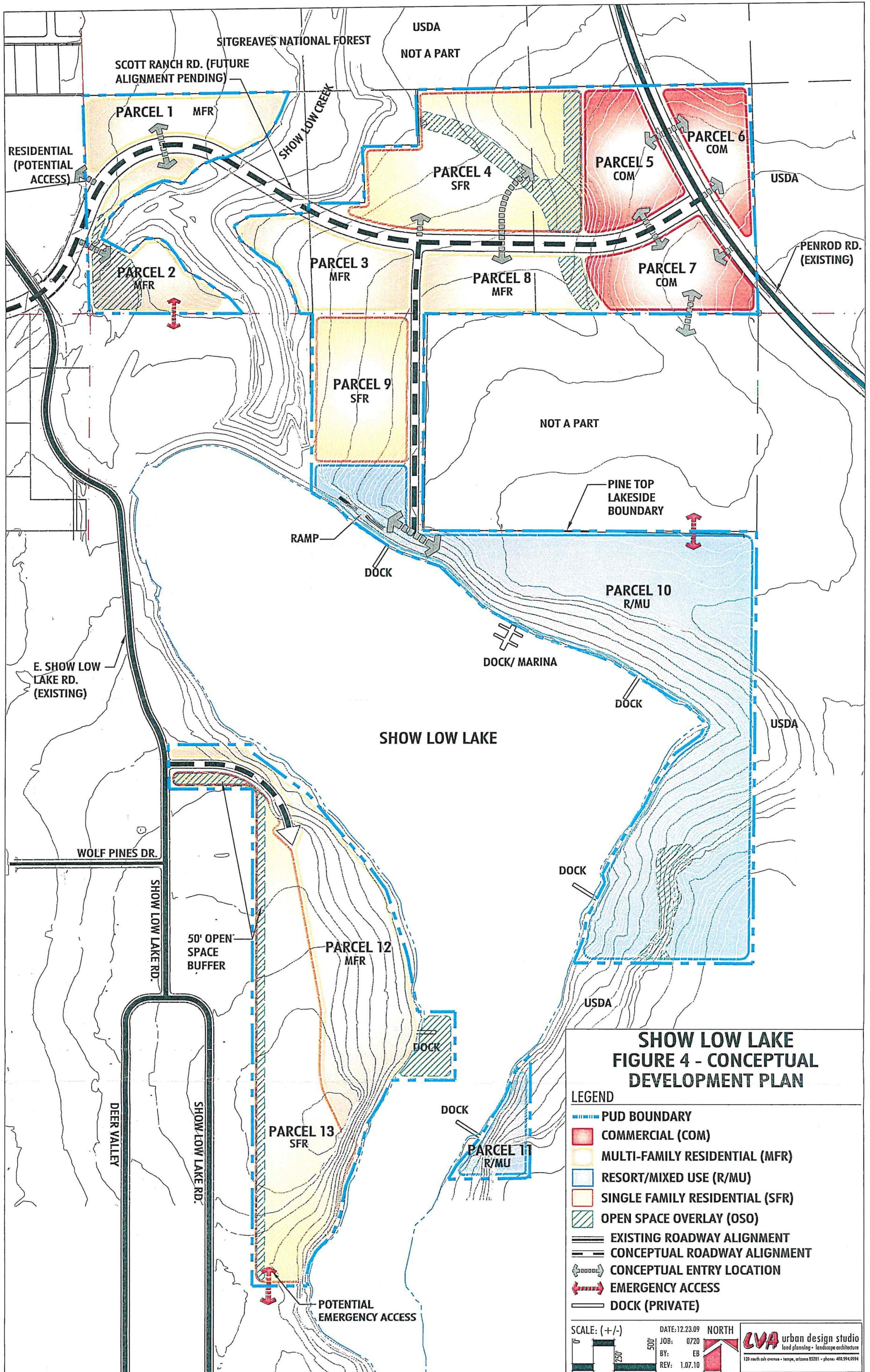
1. All development shall comply with all applicable federal, state, and local requirements, including the Pre-Annexation Development Agreement.
2. Sewer, water, and drainage master plans shall be submitted to city staff for approval prior to approval of any final plat. Sewer master plans shall address capacity issues. Low-pressure sewer system may also be required for portions of the property that are lower than the existing gravity mains. All low-pressure systems will be owned and maintained by the Master Association.
3. If required, the developer shall be responsible for obtaining AZPDES (Arizona Pollutant Discharge Elimination System) and 404 permits. A copy of any required stormwater treatment reports shall be submitted to the U.S. Forest Service for review.
4. All future Preliminary and Final Development Plans shall be submitted in substantial conformance with the design philosophies, site characteristics, and land uses described and depicted in the submitted Project Narrative and Conceptual Development Plan. This shall include densities and number of docks shown on the Conceptual Development Plan. All boat dock, marina, boat ramp development, and boat use shall comply with the pre-annexation agreement, Show Low Lake dedication, and the submitted Project Narrative and Conceptual Development Plan. Size and capacity of the docks and marina shall be determined at the time of submittal for the adjacent phases of development. There shall be no timing restrictions for future submittals.
5. All multi-family development shall comply with the R2-7 (Single- and Multi-Family Residential, 7,000 Square Feet) zoning district development standards. All commercial development shall comply with the C-2 (General Commercial) zoning district development standards. All single-family development shall comply with the R1-10 (Single-Family Residential, 10,000 Square Feet) zoning district development standards.
6. A public, non-motorized trail alignment along the perimeter of Show Low Lake shall be dedicated to the City of Show Low as defined in the City of Show Low Trails Master Plan, with the precise location of the dedication to be determined with the Preliminary Development Plan for each phase of the development. The trail shall be constructed by the applicant.
7. All resort/mixed-use development shall comply with the R1-10 (Single-Family Residential, Manufactured Homes Excluded, 10,000 Square Feet), R2-7 (Single-Family and Multi-Family Residential, 7,000 Square Feet), C-1 (Neighborhood Commercial), and DC (Downtown Commercial) zoning district development

standards provided that the following are permitted uses: hotels and motels, bed and breakfast, private campgrounds, and equestrian center and associated equestrian uses.

8. Maximum building height for resort/hotel uses shall be 45 feet, as required in the C-2 (General Commercial) zone property development standards. Extensions of this height shall be by Conditional Use Permit.
9. All buildings and structures erected on a lot shall be of new construction and no buildings or structures shall be moved from any other location onto the subject property.
10. All structures shall be set back a minimum of 35 feet from the high water mark of Show Low Lake.
11. At the request of the owners, city staff will again notify all property owners within 300 feet of the development when the next phase of development is scheduled to be considered by the commission.
12. The 50-foot buffer adjacent to parcel 13 shall not be fenced along the west or north property line.

# Exhibit D CONCEPTUAL DEVELOPMENT PLAN





SITGREAVES NATIONAL FOREST  
USDA  
NOT A PART

SCOTT RANCH RD. (FUTURE ALIGNMENT PENDING)

PARCEL 1 MFR

RESIDENTIAL (POTENTIAL ACCESS)

SHOW LOW CREEK

PARCEL 4 SFR

PARCEL 5 COM

PARCEL 6 COM

USDA

PENROD RD. (EXISTING)

PARCEL 2 MFR

PARCEL 3 MFR

PARCEL 8 MFR

PARCEL 7 COM

PARCEL 9 SFR

NOT A PART

PINE TOP LAKESIDE BOUNDARY

RAMP

DOCK

PARCEL 10 R/MU

DOCK/MARINA

E. SHOW LOW LAKE RD. (EXISTING)

SHOW LOW LAKE

USDA

WOLF PINES DR.

SHOW LOW LAKE RD.

50' OPEN SPACE BUFFER

PARCEL 12 MFR

DOCK

DOCK

DEER VALLEY

SHOW LOW LAKE RD.

PARCEL 13 SFR

DOCK

PARCEL 11 R/MU

POTENTIAL EMERGENCY ACCESS

MTG DATE: 2/17/2026  
ITEM: 8.B

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Award of Job Order Contracts for Citywide Concrete Work, City of Show Low Project No. 50026115 (Rick Austin)

**RECOMMENDATION**

I **MOVE** to award Job Order Contracts for Citywide Concrete Work, City of Show Low Project No. 50026115, to Mountain Top Development, LLC, LD&B, LLC and TEMCON Concrete Construction, LLC.

**BACKGROUND**

The Streets' annual operating budget includes approximately \$30,000.00 for concrete repair and replacement of citywide sidewalks, curbing, and various cast-in-place structures that have been damaged due to heaving, utility repairs, and age. Staff currently keeps a list of these concrete repairs and bids them out when there is enough quantity to make a project. Currently, there is a list of approximately 28 areas that need maintenance or replacement.

Due to the yearly nature of the work, a Job Order Contract (JOC) was developed to manage the projects. A five-year Job Order Contract was advertised, requesting submittals of qualifications from contractors that are qualified to bid on the yearly job orders. Three contractors submitted Statements of Qualifications to highlight their capabilities to perform the requested work. A review panel that met the qualifications outlined in the Arizona State Statutes was assembled to review the Statements of Qualifications.

Similar to the City's Water Tank JOC, it was determined that the selection of contractors for the JOC would be limited to those who received the top three ranked Statements of Qualifications.

The top three ranking companies are as follows:

Mountain Top Development, LLC  
LD&B, LLC  
TEMCON Concrete Construction, LLC

Staff recommends awarding Job Order Contracts for Citywide Concrete Work, City of Show Low Project No. 50026115, to Mountain Top Development, LLC, LD&B, LLC, and TEMCON Concrete Construction, LLC. Job Order #1 will be released in the upcoming months, allowing the selected contractors to bid on the concrete repair and maintenance work.

**ATTACHMENTS**

None

**FISCAL IMPACT**

Anticipated cost: \$30,000

Funding source (account no.): Repair & Maintenance - Sidewalks (12-500-460-4302-0000)

MTG DATE: 2/17/2026  
ITEM: 8.C

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Award of NPC Waterline Replacement, City of Show Low Project No. 7602545 (Chris Reid)

**RECOMMENDATION**

I **MOVE** to award the construction contract for NPC Waterline Replacement, City of Show Low Project No. 7602545, to Mountain Top Development, LLC in an amount not to exceed \$71,400.00.

**BACKGROUND**

The 2025 City Budget includes \$200,000.00 in funding for a waterline replacement labeled NPC AC Replacement. The project scope includes installing approximately 538 linear feet of new eight-inch C-900 PVC waterline, including fire hydrant, new water services, and required fittings. This work shall take place at 1001 West Deuce of Clubs, Show Low, AZ 85901.

The project was designed by City engineering staff with an engineer's construction estimate of \$110,000.00. The project was publicly bid, and the following bids were received:

| <u>Contractor</u>                    | <u>Total Bid</u> |
|--------------------------------------|------------------|
| Mountain Top Development, LLC        | \$71,400.60      |
| Western Grade, LLC                   | \$76,417.71      |
| Apache Underground & Excavating, LLC | \$88,958.00      |
| SJ Contracting, LLC                  | \$99,501.00      |
| BW Construction, LLC                 | \$132,921.00     |
| Mountain High Excavating, LLC        | \$174,726.00     |
| JUD CO, LLC                          | \$183,036.00     |

Staff recommends awarding the construction contract for NPC Waterline Replacement, City of Show Low Project No. 7602545, to Mountain Top Development, LLC in an amount not to exceed \$71,400.60.

**ATTACHMENTS**

1. 7602545 BID TAB SHEET

**FISCAL IMPACT**

Anticipated cost: \$71,400.60  
Funding source (account no.): NPC AC Replacement (43-760-180-1620-0000)

**7602545 NPC Waterline Replacement Project  
Bid Tabulation Sheet**

| BID SCHEDULE A     |  |      |              | Mountain Top Development, LLC | 1                  | Western Grade, LLC | 2                  | Apache Underground & Excavating, LLC | 3                  | SJ Contracting, LLC | 4                  |
|--------------------|--|------|--------------|-------------------------------|--------------------|--------------------|--------------------|--------------------------------------|--------------------|---------------------|--------------------|
| Item               | Description  | Unit | No. of Units | Unit Price                    | Total Price        | Unit Price         | Total Price        | Unit Price                           | Total Price        | Unit Price          | Total Price        |
| 1                  | Mobilization   | LS   | 1            | \$1,142.66                    | \$1,142.66         | \$8,100.00         | \$8,100.00         | \$3,000.00                           | \$3,000.00         | \$3,500.00          | \$3,500.00         |
| 2                  | Traffic Control  | LS   | 1            | \$1,416.53                    | \$1,416.53         | \$1,000.00         | \$1,000.00         | \$1,000.00                           | \$1,000.00         | \$3,650.00          | \$3,650.00         |
| 3                  | Install 8"x8" Full Bore Coupling w/ Water Valve                                  | EA   | 1            | \$2,137.56                    | \$2,137.56         | \$240.00           | \$240.00           | \$600.00                             | \$600.00           | \$3,833.00          | \$3,833.00         |
| 4                  | Install 8" C900 PVC Waterline  | LF   | 538          | \$42.34                       | \$22,778.92        | \$57.99            | \$31,198.62        | \$55.00                              | \$29,590.00        | \$54.00             | \$29,052.00        |
| 5                  | Install 8" 45° Bend, Include Bell Joint Restraint Per COSL Std Dtl W-13D         | EA   | 2            | \$1,370.73                    | \$2,741.46         | \$122.50           | \$245.00           | \$660.00                             | \$1,320.00         | \$2,260.00          | \$4,520.00         |
| 6                  | Install 8" 11.25° Bend Restrain Per COSL Std Dtl W-13D                           | EA   | 2            | \$945.27                      | \$1,890.54         | \$107.50           | \$215.00           | \$600.00                             | \$1,200.00         | \$1,812.50          | \$3,625.00         |
| 7                  | Install Single Water Service (1" Poly) and Meter Box Per COSL Std Dtl W-03       | EA   | 4            | \$1,376.58                    | \$5,506.32         | \$1,042.50         | \$4,170.00         | \$3,700.00                           | \$14,800.00        | \$1,635.25          | \$6,541.00         |
| 8                  | Install 8" Water Valve W/Debris Cap Per COSL Std Dtl W-08 & W-09                 | EA   | 1            | \$2,609.42                    | \$2,609.42         | \$4,420.00         | \$4,420.00         | \$3,000.00                           | \$3,000.00         | \$3,265.00          | \$3,265.00         |
| 9                  | Install Service Tee & Valve for Existing 6" Fire Line & Tie-in to New Water Main | EA   | 1            | \$3,451.53                    | \$3,451.53         | \$1,660.00         | \$1,660.00         | \$3,000.00                           | \$3,000.00         | \$5,070.00          | \$5,070.00         |
| 10                 | Install Service Tee & Tie-in Existing 2" Backflow Preventer to New Water Main    | EA   | 1            | \$1,726.22                    | \$1,726.22         | \$2,115.00         | \$2,115.00         | \$3,000.00                           | \$3,000.00         | \$3,190.00          | \$3,190.00         |
| 11                 | Install 1 1/4" (Poly) Water Service Line through Old Main to Water Meter         | LF   | 124          | \$26.06                       | \$3,231.44         | \$15.68            | \$1,944.32         | \$8.00                               | \$992.00           | \$34.25             | \$4,247.00         |
| 12                 | Install 8"x6" Reducer  | EA   | 1            | \$962.69                      | \$962.69           | \$200.00           | \$200.00           | \$356.00                             | \$356.00           | \$0.00              | \$0.00             |
| 13                 | Install 6" C900 PVC Waterline  | LF   | 15           | \$37.58                       | \$563.70           | \$37.33            | \$559.95           | \$36.00                              | \$540.00           | \$76.00             | \$1,140.00         |
| 14                 | Install New Fire Hydrant and Equip W/ New Tee/Fitting and Valve                  | EA   | 1            | \$5,754.95                    | \$5,754.95         | \$3,850.00         | \$3,850.00         | \$12,000.00                          | \$12,000.00        | \$6,489.00          | \$6,489.00         |
| 15                 | Install Blind Flange W/Thrust Block, Restrain Per COSL Std Dtl W-13              | EA   | 1            | \$2,786.66                    | \$2,786.66         | \$3,500.00         | \$3,500.00         | \$600.00                             | \$600.00           | \$4,375.00          | \$4,375.00         |
| 16                 | Sawcut and Replace Existing Curb to Match Existing                               | SF   | 38           | \$42.47                       | \$1,613.86         | \$57.89            | \$2,199.82         | \$20.00                              | \$760.00           | \$33.00             | \$1,254.00         |
| 17                 | Install Service Tee & Tie-in Existing 1" Backflow Preventer to new water meter.  | EA   | 1            | \$598.66                      | \$598.66           | \$500.00           | \$500.00           | \$1,200.00                           | \$1,200.00         | \$1,750.00          | \$1,750.00         |
| 18                 | Remove Existing Tree   | EA   | 4            | \$121.87                      | \$487.48           | \$75.00            | \$300.00           | \$500.00                             | \$2,000.00         | \$1,000.00          | \$4,000.00         |
| 19                 | Force Account  | F.A. | 1            | \$10,000.00                   | \$10,000.00        | \$10,000.00        | \$10,000.00        | \$10,000.00                          | \$10,000.00        | \$10,000.00         | \$10,000.00        |
| <b>GRAND TOTAL</b> |  |      |              |                               | <b>\$71,400.60</b> |                    | <b>\$76,417.71</b> |                                      | <b>\$88,958.00</b> |                     | <b>\$99,501.00</b> |

**7602545 NPC Waterline Replacement Project  
Bid Tabulation Sheet**

| <b>BID SCHEDULE A</b> |  |             |                     | <b>BW Construction, LLC</b> | <b>5</b>            | <b>Mountain High Excavating, LLC</b> | <b>6</b>            | <b>JUD CO LLC</b> | <b>7</b>            |
|-----------------------|--|-------------|---------------------|-----------------------------|---------------------|--------------------------------------|---------------------|-------------------|---------------------|
| <b>Item</b>           | <b>Description</b>   | <b>Unit</b> | <b>No. of Units</b> | <b>Unit Price</b>           | <b>Total Price</b>  | <b>Unit Price</b>                    | <b>Total Price</b>  | <b>Unit Price</b> | <b>Total Price</b>  |
| 1                     | Mobilization   | LS          | 1                   | \$1,500.00                  | \$1,500.00          | \$14,400.00                          | \$14,400.00         | \$24,250.00       | \$24,250.00         |
| 2                     | Traffic Control  | LS          | 1                   | \$850.00                    | \$850.00            | \$4,320.00                           | \$4,320.00          | \$18,900.00       | \$18,900.00         |
| 3                     | Install 8"x8" Full Bore Coupling w/ Water Valve                                  | EA          | 1                   | \$2,467.00                  | \$2,467.00          | \$4,910.00                           | \$4,910.00          | \$6,750.00        | \$6,750.00          |
| 4                     | Install 8" C900 PVC Waterline  | LF          | 538                 | \$75.00                     | \$40,350.00         | \$94.00                              | \$50,572.00         | \$119.00          | \$64,022.00         |
| 5                     | Install 8" 45° Bend, Include Bell Joint Restraint Per COSL Std Dtl W-13D         | EA          | 2                   | \$1,670.00                  | \$3,340.00          | \$3,211.00                           | \$6,422.00          | \$1,165.00        | \$2,330.00          |
| 6                     | Install 8" 11.25° Bend Restrain Per COSL Std Dtl W-13D                           | EA          | 2                   | \$1,570.00                  | \$3,140.00          | \$2,256.00                           | \$4,512.00          | \$1,100.00        | \$2,200.00          |
| 7                     | Install Single Water Service (1" Poly) and Meter Box Per COSL Std Dtl W-03       | EA          | 4                   | \$2,026.00                  | \$8,104.00          | \$4,896.00                           | \$19,584.00         | \$3,230.00        | \$12,920.00         |
| 8                     | Install 8" Water Valve W/Debris Cap Per COSL Std Dtl W-08 & W-09                 | EA          | 1                   | \$2,922.00                  | \$2,922.00          | \$5,125.00                           | \$5,125.00          | \$5,660.00        | \$5,660.00          |
| 9                     | Install Service Tee & Valve for Existing 6" Fire Line & Tie-in to New Water Main | EA          | 1                   | \$4,446.00                  | \$4,446.00          | \$6,048.00                           | \$6,048.00          | \$7,200.00        | \$7,200.00          |
| 10                    | Install Service Tee & Tie-in Existing 2" Backflow Preventer to New Water Main    | EA          | 1                   | \$2,415.00                  | \$2,415.00          | \$4,176.00                           | \$4,176.00          | \$2,775.00        | \$2,775.00          |
| 11                    | Install 1 1/4" (Poly) Water Service Line through Old Main to Water Meter         | LF          | 124                 | \$67.00                     | \$8,308.00          | \$45.00                              | \$5,580.00          | \$43.00           | \$5,332.00          |
| 12                    | Install 8"x6" Reducer  | EA          | 1                   | \$1,187.00                  | \$1,187.00          | \$2,174.00                           | \$2,174.00          | \$975.00          | \$975.00            |
| 13                    | Install 6" C900 PVC Waterline  | LF          | 15                  | \$68.00                     | \$1,020.00          | \$216.00                             | \$3,240.00          | \$152.00          | \$2,280.00          |
| 14                    | Install New Fire Hydrant and Equip W/ New Tee/Fitting and Valve                  | EA          | 1                   | \$6,006.00                  | \$6,006.00          | \$12,096.00                          | \$12,096.00         | \$9,930.00        | \$9,930.00          |
| 15                    | Install Blind Flange W/Thrust Block, Restrain Per COSL Std Dtl W-13              | EA          | 1                   | \$3,698.00                  | \$3,698.00          | \$5,561.00                           | \$5,561.00          | \$2,000.00        | \$2,000.00          |
| 16                    | Sawcut and Replace Existing Curb to Match Existing                               | SF          | 38                  | \$820.00                    | \$31,160.00         | \$137.00                             | \$5,206.00          | \$67.00           | \$2,546.00          |
| 17                    | Install Service Tee & Tie-in Existing 1" Backflow Preventer to new water meter.  | EA          | 1                   | \$308.00                    | \$308.00            | \$3,888.00                           | \$3,888.00          | \$1,350.00        | \$1,350.00          |
| 18                    | Remove Existing Tree   | EA          | 4                   | \$425.00                    | \$1,700.00          | \$1,728.00                           | \$6,912.00          | \$404.00          | \$1,616.00          |
| 19                    | Force Account  | F.A.        | 1                   | \$10,000.00                 | \$10,000.00         | \$10,000.00                          | \$10,000.00         | \$10,000.00       | \$10,000.00         |
| <b>GRAND TOTAL</b>    |  |             |                     |                             | <b>\$132,921.00</b> |                                      | <b>\$174,726.00</b> |                   | <b>\$183,036.00</b> |

MTG DATE: 2/17/2026  
ITEM: 8.D

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Award of Ellsworth and Sylvester Waterline Replacement, City of Show Low Project No. 76026113 (Chris Reid)

**RECOMMENDATION**

I **MOVE** to award the construction contract for Ellsworth and Sylvester Waterline Replacement, City of Show Low Project No. 76026113, to Apache Underground & Excavating, LLC in an amount not to exceed \$157,941.00.

**BACKGROUND**

The 2025 City Budget has remaining funds available from the NPC Waterline and Fools Hollow Phase 2 Waterline replacement projects. This project scope includes installing approximately 880 linear feet of 8-inch C-900 PVC and 107 linear feet of 6-inch C-900 PVC waterline, including two new fire hydrants, new water services, and required fittings. The scope of work also includes installing any concrete or pavement removed during the work. This work shall take place along 3301 South White Mountain Road and in the Fools Hollow Subdivision along West Sylvester Circle.

The project was designed by City engineering staff with an engineer’s construction estimate of \$210,000.00. The project was publicly bid, and the following bids were received:

| <u>Contractor</u>                    | <u>Total Bid</u> |
|--------------------------------------|------------------|
| Apache Underground & Excavating, LLC | \$157,941.00     |
| Mountain Top Development, LLC        | \$162,196.31     |
| BW Construction, LLC                 | \$199,036.95     |
| Western Grade, LLC                   | \$275,748.00     |
| JUD CO, LLC                          | \$315,916.00     |
| Mountain High Excavating, LLC        | \$342,637.00     |

Staff has identified project savings from the Fools Hollow Phase 2 Waterline Replacement Project to fund this scope of work. Staff recommends awarding the construction contract for the Ellsworth and Sylvester Waterline Replacement, City of Show Low Project No. 76026113, to Apache Underground & Excavating, LLC, in an amount not to exceed \$157,941.00.

**ATTACHMENTS**

1. 76026113 BID TAB SHEET
2. ELLSWORTH RD. EXT. MAP
3. SYLVESTER WL REPL. MAP

**FISCAL IMPACT**

Anticipated cost: \$157,941.00

Funding source (account no.): NPC AC Replacement (43-760-180-1620-0000/7602545) & Fools Hollow WL PH2 (43-760-180-1620/7602548)

**76026113 Ellsworth Sylvester WL Replacement  
Bid Tabulation Sheet**

| BID SCHEDULE A     |  |      |              | Apache Undergroud | 1                   | Mountain Top Development LLC | 2                   | BW Construction LLC | 3                   | Western Grade LLC | 4                   | JUD CO LLC  | 5                   | Mountain High Excavating | 6                   | 7          | 8             |
|--------------------|--|------|--------------|-------------------|---------------------|------------------------------|---------------------|---------------------|---------------------|-------------------|---------------------|-------------|---------------------|--------------------------|---------------------|------------|---------------|
| Item               | Description  | Unit | No. of Units | Unit Price        | Total Price         | Unit Price                   | Total Price         | Unit Price          | Total Price         | Unit Price        | Total Price         | Unit Price  | Total Price         | Unit Price               | Total Price         | Unit Price | Total Price   |
| 1                  | Mobilization   | LS   | 1            | \$5,000.00        | \$5,000.00          | \$1,779.23                   | \$1,779.23          | \$3,000.00          | \$3,000.00          | \$20,765.00       | \$20,765.00         | \$33,900.00 | \$33,900.00         | \$31,240.00              | \$31,240.00         | \$0.00     | \$0.00        |
| 2                  | Traffic Control  | LS   | 1            | \$2,000.00        | \$2,000.00          | \$7,632.56                   | \$7,632.56          | \$3,500.00          | \$3,500.00          | \$16,565.00       | \$16,565.00         | \$27,500.00 | \$27,500.00         | \$7,937.00               | \$7,937.00          | \$0.00     | \$0.00        |
| 3                  | Install 8"x 8" Full Bore   | EA   | 2            | \$600.00          | \$1,200.00          | \$747.87                     | \$1,495.74          | \$1,717.00          | \$3,434.00          | \$478.00          | \$956.00            | \$5,100.00  | \$10,200.00         | \$3,600.00               | \$7,200.00          | \$0.00     | \$0.00        |
| 4                  | Install 8" C-900 PVC Waterline   | LF   | 880          | \$55.00           | \$48,400.00         | \$43.39                      | \$38,183.20         | \$72.00             | \$63,360.00         | \$132.00          | \$116,160.00        | \$81.00     | \$71,280.00         | \$94.00                  | \$82,720.00         | \$0.00     | \$0.00        |
| 5                  | Install 8" 45° Bend, Restrain Per COSL Std Dtl W-13D   | EA   | 6            | \$660.00          | \$3,960.00          | \$1,037.00                   | \$6,222.00          | \$1,430.00          | \$8,580.00          | \$363.00          | \$2,178.00          | \$1,165.00  | \$6,990.00          | \$3,211.00               | \$19,266.00         | \$0.00     | \$0.00        |
| 6                  | Install 8"x8"x8" Tee, Restrain Per COSL Std Dtl W-13   | EA   | 1            | \$1,650.00        | \$1,650.00          | \$3,395.12                   | \$3,395.12          | \$3,624.00          | \$3,624.00          | \$3,008.00        | \$3,008.00          | \$2,060.00  | \$2,060.00          | \$5,066.00               | \$5,066.00          | \$0.00     | \$0.00        |
| 7                  | Install 8" x 6" Reducer, Per COSL Std Dtl W-13E  | EA   | 2            | \$356.00          | \$712.00            | \$948.60                     | \$1,897.20          | \$1,202.00          | \$2,404.00          | \$928.00          | \$1,856.00          | \$730.00    | \$1,460.00          | \$2,115.00               | \$4,230.00          | \$0.00     | \$0.00        |
| 8                  | Install 6" C-900 Waterline   | LF   | 123          | \$36.00           | \$4,428.00          | \$49.39                      | \$6,074.97          | \$42.00             | \$5,166.00          | \$90.00           | \$11,070.00         | \$113.00    | \$13,899.00         | \$79.00                  | \$9,717.00          | \$0.00     | \$0.00        |
| 9                  | Install 6"x 6" Tapping Sleeve and Valve Per COSL Std Dtl W-10  | EA   | 1            | \$3,900.00        | \$3,900.00          | \$2,932.98                   | \$2,932.98          | \$4,128.00          | \$4,128.00          | \$2,767.00        | \$2,767.00          | \$6,100.00  | \$6,100.00          | \$6,929.00               | \$6,929.00          | \$0.00     | \$0.00        |
| 10                 | Remove Existing Blow Off Valve and Replace with an Air Release Valve W/ Traffic Rated Box, Per COSL Std Dtl W- | EA   | 1            | \$600.00          | \$600.00            | \$3,842.63                   | \$3,842.63          | \$3,360.00          | \$3,360.00          | \$3,382.00        | \$3,382.00          | \$5,660.00  | \$5,660.00          | \$6,078.00               | \$6,078.00          |            |               |
| 11                 | Install Single Water Service (1 1/2" Poly) and Meter Box Per COSL Std Dtl W-03                                 | EA   | 1            | \$3,600.00        | \$3,600.00          | \$4,843.56                   | \$4,843.56          | \$10,379.00         | \$10,379.00         | \$11,351.00       | \$11,351.00         | \$6,100.00  | \$6,100.00          | \$7,690.00               | \$7,690.00          |            |               |
| 12                 | Install New Fire Hydrant Per COSL Std Dtl W-07A, Include Tee/Fitting and Valve                                 | EA   | 2            | \$11,000.00       | \$22,000.00         | \$6,576.96                   | \$13,153.92         | \$6,979.00          | \$13,958.00         | \$5,899.00        | \$11,798.00         | \$9,850.00  | \$19,700.00         | \$12,960.00              | \$25,920.00         |            |               |
| 13                 | Install 6" Blind Flange on Tee   | EA   | 2            | \$600.00          | \$1,200.00          | \$1,640.62                   | \$3,281.24          | \$902.00            | \$1,804.00          | \$1,645.00        | \$3,290.00          | \$910.00    | \$1,820.00          | \$3,888.00               | \$7,776.00          |            |               |
| 14                 | Excavate/Fill Trench Per D03-A & Install 1 1/2" Water Service  | LF   | 281          | \$11.00           | \$3,091.00          | \$26.09                      | \$7,331.29          | \$46.00             | \$12,926.00         | \$68.00           | \$19,108.00         | \$58.00     | \$16,298.00         | \$65.00                  | \$18,265.00         |            |               |
| 15                 | Install Vertical Realignment Under Existing Culverts with 4 8" 45° Bends                                       | EA   | 1            | \$7,000.00        | \$7,000.00          | \$12,431.83                  | \$12,431.83         | \$7,719.00          | \$7,719.00          | \$6,646.00        | \$6,646.00          | \$10,400.00 | \$10,400.00         | \$9,279.00               | \$9,279.00          |            |               |
| 16                 | Install Traffic Rated Air Release Valve Per COSL Std Dtl W-01A   | EA   | 1            | \$4,000.00        | \$4,000.00          | \$3,317.43                   | \$3,317.43          | \$3,325.00          | \$3,325.00          | \$2,718.00        | \$2,718.00          | \$5,660.00  | \$5,660.00          | \$4,853.00               | \$4,853.00          |            |               |
| 17                 | Install 8" Water Valve W/ Debris Cap Per COSL Std Dtl W-08 & W-09  | EA   | 2            | \$3,000.00        | \$6,000.00          | \$2,359.05                   | \$4,718.10          | \$2,806.00          | \$5,612.00          | \$2,275.00        | \$4,550.00          | \$4,150.00  | \$8,300.00          | \$4,154.00               | \$8,308.00          |            |               |
| 18                 | Install Double Water Service (1 1/2" Poly) and Meter Box Per COSL Std Dtl W-04                                 | EA   | 1            | \$3,400.00        | \$3,400.00          | \$2,823.12                   | \$2,823.12          | \$3,218.00          | \$3,218.00          | \$2,415.00        | \$2,415.00          | \$6,120.00  | \$6,120.00          | \$4,113.00               | \$4,113.00          |            |               |
| 19                 | Install 6" Water Valve Per COSL Std Dtl W-08   | EA   | 2            | \$2,400.00        | \$4,800.00          | \$1,538.03                   | \$3,076.06          | \$1,786.00          | \$3,572.00          | \$1,514.00        | \$3,028.00          | \$3,850.00  | \$7,700.00          | \$3,547.00               | \$7,094.00          |            |               |
| 20                 | Install 6" X 2" Reducer, Per COSL Std Dtl W-13E  | EA   | 2            | \$1,100.00        | \$2,200.00          | \$774.42                     | \$1,548.84          | \$888.00            | \$1,776.00          | \$807.00          | \$1,614.00          | \$900.00    | \$1,800.00          | \$1,694.00               | \$3,388.00          | \$0.00     | \$0.00        |
| 21                 | Install 2" poly Waterline  | LF   | 9            | \$36.00           | \$324.00            | \$628.51                     | \$5,656.59          | \$114.00            | \$1,026.00          | \$87.00           | \$783.00            | \$157.00    | \$1,413.00          | \$144.00                 | \$1,296.00          | \$0.00     | \$0.00        |
| 22                 | Install 2" x 2" Full Bore  | EA   | 2            | \$800.00          | \$1,600.00          | \$632.84                     | \$1,265.68          | \$405.00            | \$810.00            | \$370.00          | \$740.00            | \$472.00    | \$944.00            | \$1,584.00               | \$3,168.00          | \$0.00     | \$0.00        |
| 23                 | Install 8" Min. Thick Concrete Encasement for Water Valves   | CF   | 139          | \$10.00           | \$1,390.00          | \$9.30                       | \$1,292.70          | \$11.50             | \$1,598.50          | \$18.00           | \$2,502.00          | \$30.00     | \$4,170.00          | \$35.00                  | \$4,865.00          | \$0.00     | \$0.00        |
| 24                 | Sawcut Existing Pavement for Waterline Trench  | LF   | 558          | \$3.00            | \$1,674.00          | \$2.36                       | \$1,316.88          | \$4.80              | \$2,678.40          | \$6.00            | \$3,348.00          | \$7.00      | \$3,906.00          | \$6.00                   | \$3,348.00          | \$0.00     | \$0.00        |
| 25                 | Replace Asphalt Thickness to Match Existing Asphalt, 3" Min Thick  | SY   | 178          | \$26.00           | \$4,628.00          | \$41.83                      | \$7,445.74          | \$33.60             | \$5,980.80          | \$37.00           | \$6,586.00          | \$88.00     | \$15,664.00         | \$125.00                 | \$22,250.00         | \$0.00     | \$0.00        |
| 26                 | Replace Driveway Rock, Match In-Kind 4" Min. Thick   | SY   | 135          | \$30.00           | \$4,050.00          | \$9.49                       | \$1,281.15          | \$10.55             | \$1,424.25          | \$10.00           | \$1,350.00          | \$48.00     | \$6,480.00          | \$48.00                  | \$6,480.00          | \$0.00     | \$0.00        |
| 27                 | Remove Sawcut Asphalt  | SY   | 178          | \$3.00            | \$534.00            | \$3.43                       | \$610.54            | \$9.50              | \$1,691.00          | \$7.00            | \$1,246.00          | \$12.00     | \$2,136.00          | \$26.00                  | \$4,628.00          | \$0.00     | \$0.00        |
| 28                 | Install 6"x6"x6" Cross, Restrain Per COSL Std Dtl W-13   | EA   | 1            | \$1,200.00        | \$1,200.00          | \$3,583.83                   | \$3,583.83          | \$3,309.00          | \$3,309.00          | \$2,026.00        | \$2,026.00          | \$4,150.00  | \$4,150.00          | \$3,741.00               | \$3,741.00          | \$0.00     | \$0.00        |
| 29                 | Install 6" 45° Bend, Restrain Per COSL Std Dtl W-13D   | EA   | 2            | \$500.00          | \$1,000.00          | \$994.80                     | \$1,989.60          | \$1,533.00          | \$3,066.00          | \$911.00          | \$1,822.00          | \$853.00    | \$1,706.00          | \$2,228.00               | \$4,456.00          | \$0.00     | \$0.00        |
| 30                 | Install Single Water Service (1" Poly) and Meter Box Per COSL Std Dtl W-03                                     | EA   | 2            | \$3,700.00        | \$7,400.00          | \$1,386.29                   | \$2,772.58          | \$3,804.00          | \$7,608.00          | \$2,560.00        | \$5,120.00          | \$3,700.00  | \$7,400.00          | \$3,168.00               | \$6,336.00          | \$0.00     | \$0.00        |
| 31                 | Force Account  | F.A. | 1            | \$5,000.00        | \$5,000.00          | \$5,000.00                   | \$5,000.00          | \$5,000.00          | \$5,000.00          | \$5,000.00        | \$5,000.00          | \$5,000.00  | \$5,000.00          | \$5,000.00               | \$5,000.00          | \$0.00     | \$0.00        |
| <b>Sub Total</b>   |  |      |              |                   | <b>\$157,941.00</b> |                              | <b>\$162,196.31</b> |                     | <b>\$199,036.95</b> |                   | <b>\$275,748.00</b> |             | <b>\$315,916.00</b> |                          | <b>\$342,637.00</b> |            | <b>\$0.00</b> |
| 1                  |  |      |              | \$0.00            |                     |                              |                     | \$0.00              |                     |                   |                     | \$0.00      |                     | \$0.00                   |                     | \$0.00     |               |
| 2                  |  |      |              | \$0.00            |                     |                              |                     | \$0.00              |                     |                   |                     | \$0.00      |                     | \$0.00                   |                     | \$0.00     |               |
|                    |  |      |              | \$0.00            |                     |                              |                     | \$0.00              |                     |                   |                     | \$0.00      |                     | \$0.00                   |                     | \$0.00     |               |
| <b>GRAND TOTAL</b> |  |      |              |                   | <b>\$157,941.00</b> |                              | <b>\$162,196.31</b> |                     | <b>\$199,036.95</b> |                   | <b>\$275,748.00</b> |             | <b>\$315,916.00</b> |                          | <b>\$342,637.00</b> |            | <b>\$0.00</b> |



3219 6 IN 946 6 IN 3221 6 IN 6 IN

PVC-12 S WHITE MOUNTAIN 6 IN

3401 6 IN

12 IN 6 IN 6 IN 6 IN 946 6 IN 8 IN

3521

1408

1428

1424

3650

1446

1446

1446

1446

1417

E ELLSWORTH RD





N 27TH DR

PVC-18

26TH DR

W SYLVESTER

PVC-8

PVC-12

8 IN

8 IN

6 IN

8 IN



MTG DATE: 2/17/2026  
ITEM: 8.E

**City of Show Low  
STAFF SUMMARY REPORT**

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

**RECOMMENDATION**

I **MOVE** to award Timothy McKay Memorial Park Building Remodel, City of Show Low Project No. 45526117A, to D.W. Lusk Contracting, LLC in an amount not to exceed \$212,060.26.

**BACKGROUND**

In 2022, the City Council adopted Resolution No. R2022-23, naming the City-owned property, A.P.N. 210-18-015B, as Timothy McKay Memorial Park. The park's design was completed with direction from City Council and input from the Parks and Recreation Advisory Committee. In March 2024, the City submitted a pre-application to Arizona State Parks for a Land and Water Conservation Fund (LWCF) grant to develop Timothy McKay Memorial Park. The Council adopted Resolution No. R2024-16 approving the grant application on May 21, 2024, and the Notice of Award for the LWCF grant for a 50 percent match was issued on September 3, 2025. The total estimated cost of the project is \$1,735,515.00.

For ease of bidding and construction, this project has been broken down into phases, with the first phase involving the remodel of the existing structure on site. Work for this phase includes adding ADA-compliant accessibility features, remodeling the public restrooms to meet current ADA standards, and remodeling the main space for public use. The project was designed by City engineering staff, with an engineer's construction cost estimate of \$230,000.00. The project was publicly bid, and the following bids were received:

| <u>Contractor</u>          | <u>Total Bid</u> |
|----------------------------|------------------|
| D.W. Lusk Contracting, LLC | \$212,060.26     |
| Pointe Companies, Inc.     | \$218,643.54     |
| Morris Companies, LLC      | \$220,192.08     |
| Diamond Ridge Development  | \$306,754.27     |

Staff recommends awarding the Timothy McKay Memorial Park Building Remodel, City of Show Low Project No. 45526117A, to D.W. Lusk Contracting, LLC in an amount not to exceed \$212,060.26.

**ATTACHMENTS**

1. 45526117A BID TAB SHEET

**FISCAL IMPACT**

Anticipated cost: \$212,060.26  
Funding source (account no.): Timothy McKay Park (22-445-495-7310-2443)

**45526117A Timothy McKay Memorial Park Building Remodel  
Bid Tabulation Sheet**

| <b>BID SCHEDULE A</b> |   |             |                         | <b>D.W. LUSK<br/>CONTRACTIN<br/>G, LLC</b> | <b>1</b>            | <b>Pointe<br/>Companies<br/>Inc.</b> | <b>2</b>            |
|-----------------------|---|-------------|-------------------------|--|---------------------|--------------------------------------|---------------------|
| <b>Item</b>           | <b>Description</b>                          | <b>Unit</b> | <b>No. of<br/>Units</b> | <b>Unit Price</b>                          | <b>Total Price</b>  | <b>Unit Price</b>                    | <b>Total Price</b>  |
| 1                     | Mobilization                                | LS          | 1                       | \$9,092.00                                 | \$9,092.00          | \$18,851.18                          | \$18,851.18         |
| 2                     | Remove Exist. Wall                          | LF          | 165                     | \$40.89                                    | \$6,746.85          | \$37.74                              | \$6,227.10          |
| 3                     | Remove Exist. Door                          | EA          | 11                      | \$122.27                                   | \$1,344.97          | \$33.24                              | \$365.64            |
| 4                     | Remove Exist. Window                        | EA          | 1                       | \$330.00                                   | \$330.00            | \$3,144.89                           | \$3,144.89          |
| 5                     | Remove Exist. Stairs                        | SF          | 7                       | \$29.43                                    | \$206.01            | \$405.05                             | \$2,835.35          |
| 6                     | Construct Interior Wall                     | LF          | 80                      | \$354.39                                   | \$28,351.20         | \$133.35                             | \$10,668.00         |
| 7                     | Install 3'6"W Interior Glass Door           | EA          | 2                       | \$1,963.50                                 | \$3,927.00          | \$9,433.97                           | \$18,867.94         |
| 8                     | Install 3'0"W Interior Door                 | EA          | 2                       | \$1,547.00                                 | \$3,094.00          | \$2,088.47                           | \$4,176.94          |
| 9                     | Install 3'6"W Interior Glass Door pre-wired | EA          | 1                       | \$3,917.00                                 | \$3,917.00          | \$9,331.43                           | \$9,331.43          |
| 10                    | Install 3'6"W Exterior Glass Door pre-wired | EA          | 1                       | \$3,751.00                                 | \$3,751.00          | \$12,889.05                          | \$12,889.05         |
| 11                    | Construct Accessible Restroom               | EA          | 2                       | \$22,759.00                                | \$45,518.00         | \$8,171.19                           | \$16,342.38         |
| 12                    | Construct Accessible Ramp w/ Handrails      | LF          | 32                      | \$225.35                                   | \$7,211.20          | \$308.33                             | \$9,866.56          |
| 13                    | Construct New Floor Structure               | SF          | 670                     | \$20.52                                    | \$13,748.40         | \$15.45                              | \$10,351.50         |
| 14                    | Install Commercial Vinyl Plank Flooring     | SF          | 2,400                   | \$11.76                                    | \$28,224.00         | \$9.46                               | \$22,704.00         |
| 15                    | Install Stucco on Exterior                  | SF          | 16                      | \$16.88                                    | \$270.08            | \$261.06                             | \$4,176.96          |
| 16                    | Install Duplex Outlet                       | EA          | 30                      | \$219.24                                   | \$6,577.20          | \$183.29                             | \$5,498.70          |
| 17                    | Install Access Control Keypad               | EA          | 3                       | \$962.67                                   | \$2,888.01          | \$2,089.47                           | \$6,268.41          |
| 18                    | Install Security Camera                     | EA          | 7                       | \$1,032.72                                 | \$7,229.04          | \$1,040.21                           | \$7,281.47          |
| 19                    | Install Router and DVR                      | EA          | 1                       | \$4,651.00                                 | \$4,651.00          | \$5,255.34                           | \$5,255.34          |
| 20                    | Install CAT6 Cable                          | LF          | 400                     | \$2.03                                     | \$812.00            | \$22.96                              | \$9,184.00          |
| 21                    | Install 1" Conduit                          | LF          | 45                      | \$54.00                                    | \$2,430.00          | \$85.72                              | \$3,857.40          |
| 22                    | Install 2" Conduit                          | LF          | 115                     | \$58.62                                    | \$6,741.30          | \$47.82                              | \$5,499.30          |
| 23                    | Force Account                               | LS          | 1                       | \$25,000.00                                | \$25,000.00         | \$25,000.00                          | \$25,000.00         |
| <b>GRAND TOTAL</b>    |   |             |                         |  | <b>\$212,060.26</b> |                                      | <b>\$218,643.54</b> |

**45526117A Timothy McKay Memorial Park Building Remodel  
Bid Tabulation Sheet**

| <b>BID SCHEDULE A</b> |   |             |                     | <b>Morris Companies, LLC</b> | <b>3</b>            | <b>Diamond Ridge Development</b> | <b>4</b>            |
|-----------------------|---|-------------|---------------------|------------------------------|---------------------|----------------------------------|---------------------|
| <b>Item</b>           | <b>Description</b>                          | <b>Unit</b> | <b>No. of Units</b> | <b>Unit Price</b>            | <b>Total Price</b>  | <b>Unit Price</b>                | <b>Total Price</b>  |
| 1                     | Mobilization                                | LS          | 1                   | \$6,500.00                   | \$6,500.00          | \$7,394.40                       | \$7,394.40          |
| 2                     | Remove Exist. Wall                          | LF          | 165                 | \$51.51                      | \$8,499.15          | \$16.38                          | \$2,702.70          |
| 3                     | Remove Exist. Door                          | EA          | 11                  | \$272.72                     | \$2,999.92          | \$145.73                         | \$1,603.03          |
| 4                     | Remove Exist. Window                        | EA          | 1                   | \$1,000.00                   | \$1,000.00          | \$207.09                         | \$207.09            |
| 5                     | Remove Exist. Stairs                        | SF          | 7                   | \$500.00                     | \$3,500.00          | \$59.35                          | \$415.45            |
| 6                     | Construct Interior Wall                     | LF          | 80                  | \$281.25                     | \$22,500.00         | \$240.67                         | \$19,253.60         |
| 7                     | Install 3'6"W Interior Glass Door           | EA          | 2                   | \$4,000.00                   | \$8,000.00          | \$4,805.78                       | \$9,611.56          |
| 8                     | Install 3'0"W Interior Door                 | EA          | 2                   | \$3,000.00                   | \$6,000.00          | \$4,601.61                       | \$9,203.22          |
| 9                     | Install 3'6"W Interior Glass Door pre-wired | EA          | 1                   | \$3,000.00                   | \$3,000.00          | \$4,965.48                       | \$4,965.48          |
| 10                    | Install 3'6"W Exterior Glass Door pre-wired | EA          | 1                   | \$3,000.00                   | \$3,000.00          | \$13,555.00                      | \$13,555.00         |
| 11                    | Construct Accessible Restroom               | EA          | 2                   | \$8,750.00                   | \$17,500.00         | \$34,891.16                      | \$69,782.32         |
| 12                    | Construct Accessible Ramp w/ Handrails      | LF          | 32                  | \$273.43                     | \$8,749.76          | \$1,357.94                       | \$43,454.08         |
| 13                    | Construct New Floor Structure               | SF          | 670                 | \$25.00                      | \$16,750.00         | \$13.37                          | \$8,957.90          |
| 14                    | Install Commercial Vinyl Plank Flooring     | SF          | 2,400               | \$8.00                       | \$19,200.00         | \$7.02                           | \$16,848.00         |
| 15                    | Install Stucco on Exterior                  | SF          | 16                  | \$312.50                     | \$5,000.00          | \$122.49                         | \$1,959.84          |
| 16                    | Install Duplex Outlet                       | EA          | 30                  | \$250.00                     | \$7,500.00          | \$334.12                         | \$10,023.60         |
| 17                    | Install Access Control Keypad               | EA          | 3                   | \$1,000.00                   | \$3,000.00          | \$2,958.93                       | \$8,876.79          |
| 18                    | Install Security Camera                     | EA          | 7                   | \$642.00                     | \$4,494.00          | \$2,539.91                       | \$17,779.37         |
| 19                    | Install Router and DVR                      | EA          | 1                   | \$2,500.00                   | \$2,500.00          | \$3,974.49                       | \$3,974.49          |
| 20                    | Install CAT6 Cable                          | LF          | 400                 | \$100.00                     | \$40,000.00         | \$23.40                          | \$9,360.00          |
| 21                    | Install 1" Conduit                          | LF          | 45                  | \$44.44                      | \$1,999.80          | \$132.21                         | \$5,949.45          |
| 22                    | Install 2" Conduit                          | LF          | 115                 | \$30.43                      | \$3,499.45          | \$138.06                         | \$15,876.90         |
| 23                    | Force Account                               | LS          | 1                   | \$25,000.00                  | \$25,000.00         | \$25,000.00                      | \$25,000.00         |
| <b>GRAND TOTAL</b>    |   |             |                     |                              | <b>\$220,192.08</b> |                                  | <b>\$306,754.27</b> |

MTG DATE: 2/17/2026  
ITEM: 8.F

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Ground Lease Agreement with New Cingular Wireless PCS, LLC, located at 551 West Whipple (Anna Atencio)

**RECOMMENDATION**

I **MOVE** to approve the Ground Lease Agreement with New Cingular Wireless PCS, LLC, located at 551 West Whipple.

**BACKGROUND**

On July 17, 2007, Verizon Wireless LLC entered into a Communications Site License Agreement with the City for a telecommunications facility, including a tower located on City property at 551 West Whipple. On December 10, 2024, the City consented to allow Vertical Bridge REIT, LLC to exclusively lease, operate, and manage Verizon's telecommunications facility and tower at the site.

New Cingular Wireless PCS, LLC, a wholly owned subsidiary of AT&T Inc., approached the City about subleasing a portion of Vertical Bridge's tower for collocating telecommunications equipment and space for ground-based telecommunications facilities to support their FirstNet services. FirstNet is the nationwide wireless broadband network dedicated to U.S. first responders and public safety, providing reliable, secure, prioritized, "always-on" 5G/4G connectivity.

New Cingular Wireless PCS, LLC and Vertical Bridge REIT, LLC have an agreement for the collocation equipment on the tower. The Ground Lease Agreement between the City and New Cingular Wireless PCS, LLC provides for a space approximately 20 feet by 30 feet for ground equipment and a 10-foot easement for underground conduit infrastructure. The ground lease is \$800.00 per month, with a CPI adjustment each year for five years, and includes an option for four successive five-year terms.

Staff recommends approving the Ground Lease Agreement with New Cingular Wireless PCS, LLC. The enhanced FirstNet will assist and support our police department and all local first responders.

**ATTACHMENTS**

1. Ground Lease Agreement

**FISCAL IMPACT**

N/A

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (referred to herein as “Lease” or “Lease Agreement,” or “Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”) by and between the **City of Show Low**, an Arizona municipal corporation (“City” or “Lessor”), with an address of 180 N. 9<sup>th</sup> St., Show Low, Arizona 85901, and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, with an address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, Georgia 30319, together with its communications affiliates which may elect to participate in this Lease, (“Lessee”). Lessor and Lessee are referred to herein individually as “Party” and collectively as “Parties”.

### RECITALS

**WHEREAS**, Lessor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 551 W. Whipple, Show Low, in the County of Navajo, State of Arizona (collectively, the “Property”).

**WHEREAS**, Verizon Wireless (VAW) LLC (or its assign, affiliate and/or manager) (collectively, “Verizon”) currently owns a telecommunications facility, including a “Tower,” on a portion of the Property (“Verizon’s Premises”) pursuant to that certain Communications Site License Agreement dated July 17, 2007, with the Lessor (“Verizon’s License”),

**WHEREAS**, with written consent of the City, dated December 10, 2024, Vertical Bridge REIT, LLC (“Vertical Bridge”) exclusively leases, operates and manages Verizon’s telecommunications facility, including a “Tower,” on Verizon’s Premises; and

**WHEREAS**, Lessee wishes to lease ground space owned by Lessor located adjacent to Verizon’s Premises for the purpose of installing ground based telecommunication facilities and collocating telecommunications equipment on Verizon’s Tower and within Verizon’s Premises; and

**WHEREAS**, Lessor has the authority and desire to lease Lessee the ground space Lessee is requesting on the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, conditions, covenants and terms set forth herein and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

**THE PARTIES** agree that the Recitals set forth above shall be deemed to have been incorporated into these covenants and shall become a part of this Agreement between the Parties.

1. **Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property, hereinafter referred to as “**Leased Premises**”, situated in Show Low, Arizona and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference.

2. **Use.** Lessor hereby grants permission to Lessee to lease the area described in Exhibit “A” to occupy the Leased Premises to install, construct, sublease any portion of its transmission equipment and ground space and operate telecommunications equipment, and radio and microwave communications equipment (referred to throughout this Agreement as “**Communications Facility**”). Such equipment shall include, but not be limited to, an equipment building and an emergency gasoline-, propane-, butane-, diesel-, or other fuel powered generator at a location on the Leased Premises suitable for Lessee’s needs. The Lessee shall not install strobe aircraft warning lights and shall only use flashing red lights on the Communication Facility. The building will house equipment necessary for Lessee’s communication operations. The emergency generator will be used at Lessee’s option, but in most cases only in the event of a power failure. For the purposes of this Lease, the transmission equipment and all of Lessee’s equipment, building, generator, cables, wires, antennas, switches, microwave dishes, and accessories shall hereinafter collectively be referred to as “Communications Facility.”

3. **Term.**

A. **Primary Term.** The Primary Term of this Lease shall be for **five (5) years** and shall commence on **the Effective Date** (the “Commencement Date”) and shall terminate at midnight on **the day before the fifth anniversary of the Commencement Date** unless sooner terminated as provided herein.

B. **Extension Terms.** The Parties hereby agree that this Lease may be renewed for an additional four (4) successive five (5) year terms upon written notice from Lessee. Lessee shall provide Lessor written notice of its intent to renew the Lease not less than ninety (90) days prior to the termination date.

4. **Rent.**

A. **Rent Terms.** Lessee agrees to pay Lessor for the Leased Premises, **Eight Hundred Dollars (\$800.00)**, plus all applicable taxes, each month payable in advance on or before the 5<sup>th</sup> of each month during the term of the Lease.

B. **Rent Adjustment.** The rent will be subject to an annual readjustment on July 1st. The readjustment will account for inflation and will be based on a Consumer Price Index (CPI) applicable to the State of Arizona and as determined by the LESSOR.

C. **Prorated Rent.** Rent for any period during the term hereof which is less than one (1) month shall be prorated based on the number of days in the applicable month.

5. **Access and Utilities.** Lessee is hereby given and granted rights-of-way for ingress, egress, and regress to the Leased Premises over, under, upon, and across the Property and any adjoining lands and rights-of-way owned by Lessor to a public right-of-way as may be required for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of Lessee's Communications Facility and other necessary appurtenances and an easement thereon for telephone, fiber, and power lines used in connection with Lessee's Communications Facility ("Access Easement" and "Utility Easement" respectively) subject to the restrictions below. If practicable in Lessee's opinion, such rights-of-way for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and roads that may be established by Lessee hereafter.

There is presently a roadway from the nearest public roadway to the Leased Premises. Lessee has examined said roadway and has deemed it adequate for its purposes. The City shall continue to maintain said access roadway in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessee shall be responsible for any damage caused by Lessee's use of such roadway. City shall be responsible for any damages to the Access Road caused by City.

The Utility Easement shall be for the installation, operation, inspection, maintenance, and repair (whether by Lessee or by Lessee's designated utility service provider ("Utility Companies")) of necessary utilities from the point of connection with the Utility Companies' distribution networks to Lessee's building located on the Leased Premises. The Utility Easement shall be sufficiently wide for providing the applicable utilities to the Leased Premises, but in no event wider than thirty (30) feet.

All wires, cables or the like associated with the Communications Facility on the Leased Premises or easements thereto shall be placed underground to the extent possible.

Lessee, Lessee's employees, agents and contractors shall have access to that portion of the Leased Premises located north and outside the existing City security fence twenty-four (24) hours a day, seven (7) days a week. Access to that portion of the Leased Premises located within the existing City security fence shall require a 24 hour notice to the Public Works Department for non-emergency purposes including initial construction, at a cost of \$30.00 per hour, from 7:00 AM to 4:00 PM, Monday through Friday (standard operating hours). Should Lessee need access to said fenced area before or after standard operating hours, they must contact the Show Low Police Department dispatch, who will page the Public Works Duty Person, at a cost of \$50.00 per hour. There must be a Public Works employee on site at all times Lessee or the Lessee's employees, agents or contractors are within the gated security fenced areas. City grants Lessee and Lessee's agents, employees and contractors, a nonexclusive right and easement for pedestrian and vehicular ingress and egress across the land, as may be generally described in Exhibit A.

6. **Utilities at Lessee's Cost.** Lessee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Lessee on the Leased Premises. If necessary, Lessee shall have an electrical current meter installed at the

Leased Premises, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by Lessee.

7. **Holding Over.** Should Lessee, with Lessor’s consent, hold possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered, Lessee will become a Lessee on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to Lease term and, during any such month-to-month tenancy, Lessee shall pay monthly rent in the amount which was paid by Lessee during the immediately preceding Lease month. Lessee will continue occupancy from month-to-month until terminated by Lessor or Lessee by the giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as a consent by Lessor to the occupancy or possession of the Leased Premises by Lessee after the expiration of the Lease term.

8. **Notice.** All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail or reliable overnight courier, and addressed to the respective Parties as follows:

**Lessor:**

City of Show Low  
180 North 9<sup>th</sup> Street  
Show Low, Arizona 85901  
Attn: Morgan Brown  
Title: City Manager  
Phone: (928) 532-4015  
Email: [mbrown@showlowaz.gov](mailto:mbrown@showlowaz.gov)

**Lessee:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: AZL02677A; Name: Deuce of Clubs (AZ)  
Fixed Asset No: 15228884  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, Georgia 30319

**With a copy to:**

City of Show Low  
180 North 9<sup>th</sup> Street  
Show Low, Arizona 85901  
Attn: Anna Atencio  
Title: City Attorney  
Phone: (928) 532-4015

**With a copy to :**

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: AZL02677A; Name: Deuce of Clubs (AZ)  
Fixed Asset #: 15228884  
208 S. Akard Street  
Dallas, TX 75202-4206

Email: [aatencio@showlowaz.gov](mailto:aatencio@showlowaz.gov)

Email: [NoticeIntake@att.com](mailto:NoticeIntake@att.com)

The address to which any notice or demand may be given to either Party may be changed by written notice.

9. **Liability and Indemnity.** Lessee agrees to indemnify, defend, and hold harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers and employees, individually and collectively (collectively, “Lessor Parties”) from all losses, claims, suits,

demands, expenses, attorney's fees or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) or damages to any property, arising out of the Lessee's negligent or intentional acts, errors, omissions of the Lessee, its officers, agents and employees, or others with its consent or out of any other acts or omissions of the Lessee, its officers, agents and employees, on the Leased Premises, except to the extent such claims arise from the negligence or willful misconduct of City, or any of the its agents or employees, or its other tenants, invitees or licensees, or any of the Lessor Parties. This indemnity shall include injuries, death, damage to property, environmental liability, etc. which arises out of Lessee's use of the Leased Premises. The amount and type of insurance coverage requirements set forth in Section 14 (Insurance) shall not be construed as limiting the scope of indemnity in this Section.

10. **Termination.** In addition to any other termination rights provided in this Agreement, this Agreement may be terminated, without any penalty or further liability accruing thereafter, immediately upon written notice or as otherwise provided below, as follows:

- A. By Lessor, if Lessee fails to make any monetary payment due under this Agreement within thirty (30) days after Lessee's receipt of written notice of default from Lessor;
- B. By either Party if the other Party defaults (other than a default described in Section 10 A. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such thirty (30) day period, this Agreement may not be terminated so long as the defaulting Party commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;
- C. By Lessee if any part of Lessee's Equipment or other improvements, fixtures or equipment is damaged and/or destroyed by fire or other casualty, or if all or any part of the Premises is taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Lessee may terminate this Agreement by providing written notice to Lessor, which termination shall be effective as of the date of such damage and/or destruction, or the vesting of title in such taking authority;
- D. By Lessee upon sixty (60) days prior written notice if Lessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, or (ii) changes in system design or system usage patterns, Lessee's use of the Premises and/or Communications Facility (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Lessee's communication system;
- E. By Lessee upon sixty (60) days prior written notice if it is unable to obtain or maintain any license, permit or other permits necessary for the construction and/or

operation of its equipment, improvements, business or intended use of the Leased Premises, Access Easement, and/or Utility Easement.

11. **Abandonment.** If at any time during the initial term or any extended term Lessee abandons the Leased Premises then any improvements made by Lessee shall become the property of Lessor. For purposes of this section, abandonment shall mean (i) twelve (12) months after Lessee has removed all its equipment on the Leased Premises; and (ii) Lessor provides Lessee written notice of its claim of abandonment pursuant to Paragraph 8 hereinabove; and (iii) Lessee does not provide a written response to Lessor's notice of abandonment within ninety (90) days following Lessee's receipt of Lessor's notice of abandonment.

12. **Defaults and Remedies.**

- A. Notwithstanding anything in the Lease to the contrary, neither Party shall be in default under this Lease until thirty (30) days after receipt of written notice of a default from the other Party, or such shorter period as may be provided in the Lease (the "cure period"); provided, however, where any such default cannot reasonably be cured within such cure period, the Party alleged to be in default shall not be deemed to be in default under the Lease if said Party commences to cure such default within said cure period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period extend beyond sixty (60) days.
- B. In the event of either Party's failure to comply with any material provision of this Lease within the applicable notice and cure period, the other Party may, at its option, cure the default of the other Party at the expense of the defaulting Party, without affecting its right to demand, sue for, and collect all of its damages arising out of the other Party's default, or terminate this Lease without affecting its right to sue for any other damages to which it may be entitled. The failure by either Party to make timely payment of all fees or amounts due and payable in connection with the use of the Leased Premises that would adversely affect Lessee's use of Leased Premises shall be deemed to be a material breach of this Lease, and shall entitle the other Party to terminate this Lease unless such amounts are paid within thirty (30) days after receipt of written notice of nonpayment. The prevailing Party in any dispute arising under or related to this Lease shall be entitled to recover its reasonable attorneys' fees, costs and expert witness' fees.
- C. The rights and remedies stated in this Lease are not exclusive; and the Parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law, or by equity.
- D. No course of dealing between the Parties or any delay on the part of a Party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as a waiver of any subsequent default, and no express waiver shall

affect any term or condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

- E. In the event either Party shall be rendered unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed by such Party under this Lease, such covenant, agreement, obligation or undertaking, insofar as the same shall be affected by such force majeure, shall be suspended during the continuance of any liability so caused, and such default shall be remedied with all reasonable dispatch. The term "force majeure" as employed in this section shall include acts of God, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, weather, accidents, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities, or other causes whether or not of the same kind as specifically enumerated, not within the control of the Party claiming suspension and which by the exercise of due diligence or the payment of money such Party is unable to overcome.
- F. If it is determined that Lessee is in default of this Lease beyond all applicable cure periods, then in lieu of terminating this Lease Lessor may require Lessee pre-pay rent for the remainder of the 5-year initial or renewal term of this Lease in effect at time of default, which shall be paid in full within sixty (60) days after Lessee's receipt from Lessor of a demand for said sum.

13. **Taxes.** Lessee shall pay annually an amount equal to any increase in real estate taxes that are directly attributable to any improvement to the Leased Premises made by Lessee, and Lessor shall pay annually when due all other real estate taxes and assessments attributable to the Leased Premises. If Lessee's share of such tax is paid by Lessor, Lessee shall reimburse Lessor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Lessee's pro-rata share. Upon written request by Lessee, Lessor shall furnish evidence of payment of assessments and Lessor's share of all taxes.

14. **Insurance.** Insurance Requirements. The LESSEE shall carry and maintain continuously in effect at all times during the term of this Agreement, at LESSEE's sole expense, insurance of the type and in the amount as set forth below. Insurance must cover all aspects of LESSEE's operations and reflect any deviations from, changes to, or additions of activities, services, or operations. Insurance provisions must be renewed annually. Prior to entering, occupying, or using the Leased Premises in any way thereafter, and in any event not later than 30 days after the date of this Agreement, and at all times thereafter, LESSEE shall maintain and cause to be in effect, the following types of insurance:

- i) Commercial General Liability Insurance in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate protecting LESSOR against liability arising by reason of LESSEE's conduct incident to the use of the Leased Premises.

- ii) Property Insurance against loss or damage in the amount of not less than 100% of replacement value. Lessee may self-insure this coverage.
- iii) Motor Vehicle Insurance covering all motor vehicles that will be driven on the subject areas during the course of LESSEE's operations in the amount of \$1,000,000 per accident.

All policies shall include LESSOR as additional insured by endorsement as their respective interests may appear. LESSEE shall cause coverage for additional insureds to be incorporated into each insurance policy by endorsement. All policies shall contain a waiver of subrogation rights endorsements with respect to LESSOR. Lessee self-insures its property coverage and will include Lessor as joint loss payee in satisfaction of the waiver of subrogation requirement. All policies shall be primary and non-contributory. LESSEE or LESSEE's insurer shall provide LESSOR with 30 days prior written notice of cancellation or non-renewal of required coverage that is not replaced. LESSEE shall evidence all insurance by furnishing to LESSOR certificates of insurance and required endorsements within 30 days of the date of this Agreement and annually thereafter. Certificates must evidence each requirement of this Agreement applicable to the policy. All certificates are in addition to the actual policies and endorsements required. LESSEE shall provide updated certificates at LESSOR's request. Failure to provide copies of certificates of insurance to LESSOR in no way absolves LESSEE from the responsibility of complying with the insurance requirements of this Agreement. Failure to maintain the insurance as stated in this Section shall constitute default of this Agreement.

All Sublessees shall maintain, at Sublessee's sole expense, policies of commercial general liability and property damage insurance with respect to the use, operation or condition of the Leased Premises, and the operations of Sublessee in, on or about the Leased Premises, providing bodily injury and broad form property damage coverage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate protecting LESSOR against any and all liability arising by reason of LESSEE's conduct incident to the use of the Leased Premises.

The required insurance coverage and limits will be determined by the LESSOR's liability carriers and shall be subject to review and adjustment at two (2) year intervals, at the sole discretion of the LESSOR with the first adjustment date to be two (2) years following the commencement date of this Agreement. Lessor must provide Lessee with 60 days advanced written notice of a required change in insurance requirements.

15. **Tests.** Lessee is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises is suitable for Lessee's use as intended by this Lease.

16. **Fixtures.** Lessor covenants and agrees that no part of the improvements constructed, erected, or placed, including but not limited to, the equipment, storage cabinets or buildings, or fencing by Lessee on the Leased Premises or other real property owned by Lessor shall be or become, or be considered as being, affixed to or a part of Lessor's real property; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Lessor to covenant and agree hereby that all personal property and improvements of every kind

and nature constructed, erected, or placed by Lessee on the Leased Premises, or other real property owned by Lessor, shall be and remain the property of the Lessee despite any default or termination of this Lease.

17. **Assignment and Subletting by Lessee.** Lessee may, upon Lessor's express written consent, which consent shall not be unreasonably withheld, or delayed, assign or sublet any or all of Lessee's interest in this Lease, any part thereof, the leaseholder's interest of Lessee created hereby, and/or any or all of Lessee's right, title, and interest in and to any or all of the Leased Premises; provided that each such assignment or sublease is expressly made subject to the provisions of this Lease. Notwithstanding the above, the Parties agree that any additional tenant on the Communications Facility shall be a sublessee of Lessee. Although a subsequent sublessee of Lessee may occupy Lessee's equipment or Communication Facility, a Lessee sublessee shall not occupy Lessee's Leased Premises, unless Lessee's existing ground space will accommodate such sublessee's equipment. In the event Lessee's existing ground space cannot adequately accommodate a sublessee's equipment any potential sublessee shall deal directly with Lessor in that respect but will continue to be a sublessee to Lessee in regard to space on Lessee's equipment.

Lessor hereby consents to Verizon's sublease or license to Lessee of space within Verizon's Premises and on its Tower. This consent meets the Lessor's consent requirements set forth in Section 13 of the Verizon License.

18. **Right of First Refusal.** If Lessor elects, during the Term (i) to sell or otherwise transfer all or any portion of its interest in the Leased Premises or its interest in this Lease or its interest in the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property leased by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell or grant the easement or interest in the Property or portion thereof to such third party in accordance with the terms and conditions of such third party offer.

19. **Rights Upon Sale.** Should Lessor, at any time during the Term decide to sell or transfer all or any part of Lessor's right to the Property to a purchaser or transferee other than Lessee, then (i) this Agreement shall remain in full force and effect and such sale or transfer shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder under the terms of this Agreement, and (ii) Lessee shall have the right to look to Lessor and the purchaser or transferee for the full performance of this Agreement.

20. **Permits.** Lessor acknowledges that following the execution of this Lease, Lessee will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "**Permits**") necessary for the construction, operation, and maintenance of the Communications Facility. Lessor agrees to fully cooperate with Lessee in obtaining the Permits and, without limiting the generality of the foregoing, to execute

any applications, maps, certificates, or other documents that may be required in connection with the Permits.

21. **Consent.** Whenever under the Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

22. **Debt Security.** Lessee may, without Lessor's consent, pledge, mortgage, convey by deed of trust, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing any bona fide indebtedness or evidence thereof any or all of Lessee's interest in this Lease, any part thereof, the leaseholder's interest of Lessee created hereby, and any and all of Lessee's right, title, and interest in and to any and all of the Communications Facility. Promptly on Lessee's or Lessee's lenders request, Lessor shall execute and deliver, and shall assist in facilitating the execution and delivery of all documents requested by any of Lessee's lenders including but not limited to waivers of Lessor's right to levy or distrain upon for rent any of Lessee's property given as security for a debt, consents that none of the Communications Facility shall become fixtures, consents as to the procedure for Lessee's lenders sale of the Communications Facility, consents to giving of notice to Lessee's lenders in the event of Lessee's default under the provisions of the Lease, consents to Lessee's assignment of the Communications Facility, and subordinations of Lessor's and Lessor's lenders' interests to that of Lessee's lenders. Lessor hereby covenants, represents, and warrants for Lessee's reliance thereon that all persons and entities who, at the time of Lessee's execution of this Lease and/or thereafter, hold a security interest in any and all of this Lease, the Leased Premises, any portion thereof, and improvements and personal property thereon securing any indebtedness of Lessor, Lessor's predecessors or successors in interest promptly on Lessee's or Lessee's lenders' request shall execute and deliver to Lessee's lenders documentation evidencing Lessor's agreement to subordination of Lessor's interest therein to the present and future interest of Lessee's lenders. Failure of Lessor and all other persons and entities to execute and deliver to Lessee's lenders all documents requested by said lenders shall entitle Lessee to terminate this Lease immediately without any further obligation to Lessor.

23. **Hazardous Substances.** Lessor represents and warrants that it has not made any use of the Leased Premises that has resulted in any environmental contamination or violation of any local, state or federal environmental laws or regulations and Lessor represents and warrants that it will not make any use of the Property that will result in any such environmental contamination or violation of any local, state or federal environmental laws or regulations.

Lessee will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to Lessee's activities on the Leased Premises.

Lessee shall hold Lessor harmless and indemnify Lessor from and assume all duties, responsibility and liability at Lessee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding including, but not limited to, providing an attorney, paying all reasonable attorneys' fees, costs and expenses, paying any and all settlement payments or judgments or awards which is in any way related to: (i) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect from conditions caused by Lessee's activities on the Property; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are specifically caused by Lessee's activities.

Notwithstanding the foregoing, Lessor acknowledges that Lessee is permitted to and will use at the Leased Premises those Hazardous Substances customary to the operation of the Communications Facility, and that Lessee shall be solely liable for the proper use, storage, and removal of those Hazardous Substances used by Lessee in the operation of the Communications Facility at the Leased Premises. Lessee shall comply with all federal, state and local requirements, rules, regulations and laws, including all environment laws.

For purposes of this Section, "Hazardous Substance" means:

- A. Hazardous substances, hazardous materials, toxic substances, or solid waste (as defined or classified now or hereafter by local, state and/or federal law, statute, ordinance or regulation, the foregoing being referred to collectively herein as ("Environmental Law");
- B. Flammable explosives, radioactive materials, petroleum, asbestos, or polychlorinated biphenyls; and,
- C. Waste, refuse, substance, element, compound or mixture, including disease-causing agents, which after release into the environment cause contamination, and which will or may reasonably be anticipated to cause any organism, either directly or indirectly through the feed chain, death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions including malfunctions in reproduction or physical deformations in such organisms or their offspring, including but not limited to crude oil or any fraction thereof, natural gas, liquefied natural gas or synthetic gas.
- D. The provisions of this Paragraph shall survive termination of this Lease.

24. **Initial Dispute Resolution.** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions between each other or the Parties' representatives, who shall have the authority to settle the dispute. If the Parties'

representatives are not able to promptly settle the dispute the Parties shall submit the dispute to mediation.

25. **Mediation.** If the dispute cannot be settled pursuant to the provisions of Paragraph 24 of this Lease, the Parties shall endeavor to settle the dispute by mediation. Once one Party files a request for mediation with the other Party the Parties agree to conclude such mediation within sixty (60) days of filing of the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person to the mediator. Any mediation shall take place under the laws governing mediation in the State of Arizona.

26. **Cost of Dispute Resolution.** The prevailing Party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a binding dispute resolution procedure shall be entitled to recover from the other Party reasonable attorneys' fees, costs and expenses incurred by the prevailing Party in connection with such dispute resolution process.

27. **Fences.** During the Lease Term, and in exercising the rights, powers, privileges, and immunities provided hereunder, Lessee shall fence in only that portion of the Leased Premises as is reasonably needed for Lessee's improvements and for the proper and efficient operation and protection of Lessee's Communications Facility. In most cases Lessee will only fence reasonable areas around Lessee's building, and equipment. Lessor shall not prohibit Lessee's access to the Leased Premises, or be entitled to use such portion so fenced, for any purposes. However, Lessor shall have the privilege of using that portion of the surface of the Leased Premises not enclosed by fence so long as Lessor does not interfere with Lessee's operations. Lessor further agrees to indemnify and save Lessee harmless from all claims arising or alleged to arise from any act or omission of Lessor or Lessor's agents, employees, or contractors, or other tenants of Lessor within such portion of the Leased Premises not fenced in, and this indemnity shall survive the termination of this Lease.

28. **Condemnation of Leased Premises.** In the event that any government, public body, or other condemning authority shall take, or if Lessor shall transfer in lieu of such taking, all or such part of the Leased Premises thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by this Lease, Lessee shall have the right to terminate this Lease effective as of the date of the taking by the condemning Party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises is taken, and Lessee does not elect to terminate this Lease under this provision, then rental payments provided under this Lease shall continue.

29. **Entire Agreement and Binding Effect.** This Lease and attached exhibits, as signed by the Parties hereto, constitute the entire agreement between Lessor and Lessee; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the Parties hereto. Any strikeouts and/or hand written changes to this Lease shall be void and have no effect. Section captions herein are for convenience only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on

the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Lessor and Lessee.

30. **Choice of Law.** The Parties expressly acknowledge and agree this Lease shall be construed and enforced in accordance with the laws of the State of Arizona. Further, the Parties agree that any suit filed to enforce or interpret this Agreement shall be filed solely with the appropriate court in Navajo County, Arizona.

31. **Waiver.** The failure of either Party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

32. **Knowing Consent and Authority to Consent.** The Parties knowingly and expressly consent to all of the terms and conditions set forth in this Agreement. Each signatory is authorized to enter into the Lease on behalf of its respective Party.

33. **Jointly Drafted.** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be constructed neither against nor in favor of either Party but shall be constructed in a neutral manner.

34. **Relationship of the Parties.** Nothing in this Lease shall be deemed to constitute a partnership or joint venture between the Parties, nor shall either Party be deemed the agent of the other. This Lease shall not be construed to create rights, expressed or implied, on behalf of, or for the use of, any parties, aside from the City of Show Low and New Cingular Wireless PCS, LLC, and neither Party shall be obligated, separately or jointly, to any third parties or any third party beneficiaries by virtue of this Lease.

35. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

36. **Other Conditions.**

- A. Lessor and Lessee shall cooperate fully in maintaining in full force and effect during the term of this Lease and any extension thereof all Permits necessary to carry out the intent of this Lease.
- B. Whenever under the Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be

unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

- C. Lessor covenants that the Lessee shall upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease or as it may be extended without hindrance, ejection or molestation by the Lessor, any person or persons claiming under the Lessor or any other tenant of the Lessor, subject to Lessor's right of access to the Leased Premises provided for in Section 27, or as otherwise specifically provided in this Agreement.
- D. This Lease shall supersede any prior agreements between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the Effective Date above written.

**LESSOR:**

**City of Show Low,**  
an Arizona municipal corporation

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

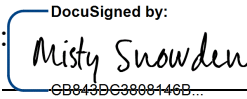
Name: \_\_\_\_\_

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

**LESSEE:**

**New Cingular Wireless PCS, LLC,**  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:  \_\_\_\_\_  
GB043DC3808146D...

Name: Misty Snowden  
\_\_\_\_\_

Title: Assoc. Director  
\_\_\_\_\_

