

SHOW LOW CITY COUNCIL
REGULAR MEETING - TUESDAY, NOVEMBER 7, 2023

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

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

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

6. **SPECIAL EVENTS:**

- A. Presentation by Show Low High School Show Biz Choir
- B. Presentation by Show Low Chamber of Commerce
- C. Presentation Regarding Show Low Turn of a Card Community Center and Meals on Wheels Program

7. **CONSENT CALENDAR:**

- A. Proclamation by the Mayor Proclaiming November 6 through 12, 2023, as **OPERATION GREEN LIGHT FOR VETERANS WEEK** in the City of Show Low (Rachael Hall)
- B. Consideration of Acceptance of Grant from 100 Club for Purchase of New Traffic Safety Vests for Sworn Officers (Brad Provost)
- C. Consideration of Acceptance of Government of Highway Safety Grants and Authorization of Associated Budget Transfers (Brad Provost)
- D. Consideration of Acceptance of Airport Pavement Management System Grant

(Jacob Allen)

- E. Consideration of Acceptance of East Owens Roadway Extension, City of Show Low Project No. R-3122 (Shane Hemesath)
- F. Consideration of Acceptance of East Mills and East Owens Waterline Replacement, City of Show Low Project No. W-3222 (Shane Hemesath)
- G. Consideration of Resolution No. R2023-20 Approving Intergovernmental Agreement with Arizona Department of Revenue Related to Uniform Administration of City's Transaction Privilege Tax (Justin Johnson)
- H. Consideration of Cancellation of Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements at Show Low Regional Airport with Big Dog Development, LLC, Dated June 20, 2023, and Approval of new Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements at the Show Low Regional Airport with Big Dog Development, LLC. (Anna Atencio, Bill Kopp)
- I. Consideration of Minutes of Show Low City Council meetings:
 - 1. Regular Meeting of October 17, 2023

8. **NEW BUSINESS:**

- A. **PUBLIC HEARING** and Consideration of Application Submitted by Matthew Thomas McGowen and James Derek Thomson for #12, Restaurant, Liquor License on Behalf of Pitalian for its Location at 1401 East Woolford Road, Suite B, Show Low, Arizona (Rachael Hall)
- B. Consideration of Preliminary Development Plan Submitted by Bison Ridge Twin Homes LLC for Seven Building, 14 Unit Twin Home Development to be Called "Bison Ridge Twin Homes" (Justen Tregaskes)
- C. Consideration of Acceptance of Resolution 2023-21 for Intergovernmental Agreement for City Park Detention Flood Control District (Shane Hemesath)
- D. Consideration of Award of Construction Contract for Aquatic Center Restroom Remodel, City of Show Low Project No. FM-3424 (Bill Kopp)

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. EXECUTIVE SESSION:

- A. Confidentiality Statement
- B. Discussion or consultation for legal advice with the attorney or attorneys of the public body or with designated representatives of the public body pursuant to A.R.S. Sections 38-431.03(A)(3)
 - (1) PFAS Class Action Litigation
- C. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law. Pursuant to A.R.S. Section 38-431.03(A)(2)
 - (1) Executive Session Minutes of August 15, 2023
 - (2) Executive Session Minutes of October 17, 2023

12. POST EXECUTIVE SESSION:

- A. Consideration of Approval of the Minutes of the Executive Sessions of the Show Low City Council Held on August 15, 2023 and October 17, 2023

13. ADJOURNMENT:**SCHEDULED MEETINGS/EVENTS:**

DATE	TIME	EVENT NAME
11/07/23	7:00 P.M.	CITY COUNCIL - REGULAR MEETING
11/14/23	7:00 P.M.	P&Z COMMISSION - REGULAR MEETING
11/21/23	7:00 P.M.	CITY COUNCIL - 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.

I, Rachael Hall, do hereby certify that the foregoing notice was posted on Friday, November 3, 2023.

Rachael Hall, City Clerk



Proclamation

City of Show Low

Office of the Mayor and City Council

WHEREAS, the residents of the City of Show Low have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, the City of Show Low seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, and civil service to help fellow former service members access more than \$52 billion in federal health, disability, and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the City of Show Low appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted.

NOW, THEREFORE, I, John Leech, Jr., Mayor, on behalf of the Show Low City Council, do hereby proclaim **November 6 through 12, 2023**, as

♣ Operation Green Light for Veterans Week ♣

in the City of Show Low, as a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; and encourage all citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights at their place of business or residence from **November 6th through the 12th, 2023**.

Dated this **7th** day of **November, 2023**.

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

John Leech, Jr.
Mayor

MTG DATE: 11/7/2023
ITEM: 7.B

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Grant from 100 Club for Purchase of New Traffic Safety Vests for Sworn Officers (Brad Provost)

RECOMMENDATION

I **MOVE** to authorize the acceptance of a \$4,000.00 grant from the 100 Club for the purchase of new traffic safety vests for the Show Low Police Department and the associated budget transfers.

BACKGROUND

On October 2, 2023, the Show Low Police Department received a \$4,000.00 Safety Enhancement Grant from the 100 Club of Arizona to purchase 50 new Blauer Traffic Safety vests. They are the latest Department of Transportation approved vests to enhance officer safety.

The vest must be ordered within 60 days of notification of the stipend approval no later than December 1, 2023. The Show Low Police Department will be reimbursed within 14 days of receiving a paid invoice.

Staff recommends accepting the grant from the 100 Club to purchase new traffic safety vests and authorizing the associated budget transfers.

ATTACHMENTS

1. 100 Club Letter of Award

FISCAL IMPACT

Anticipated cost: \$4000.00

Funding source (account no.): Traffic Safety Vests (22-455-430-6115-2475)

Description	Account	Approved Budget	Transfer	Amended Budget
Unanticipated Revenue/Grants	22-402-350-3903-0000	\$8,332,021	4,000)	\$8,328,021
Traffic Safety Vests Revenue	22-455-360-3342-2475	\$0.00	4,000	\$4,000
Unanticipated Expenditure/Grants	22-402-430-8150-0000	\$8,332,021	(4,000)	\$8,328,021

Traffic Safety	22-455-430-6115-	\$0.00	4,000	\$4,000
Vests Expenditure	2475			
Total		\$16,664,042		\$16,664,042

**CELEBRATING 50
YEARS OF SERVING
THE PUBLIC SAFETY
COMMUNITY**

**CHIEF EXECUTIVE
OFFICER**
Angela Harrolle

**2023 BOARD
OF DIRECTORS**

CHAIR
Bill Langer

VICE CHAIR
Danielle Russell

SECRETARY
Rebecca Armendariz

TREASURER
Bill Schubert

Jason Beck
Rebekah Browder
Suhas Chauhan
Harry Curtin
Gerald Deetz
Jill Estep
Curt Garrett
Amy Hysell
Jared Lowe
Christopher Petrie
Reda Riddle-Bigler
Joe Scheid
Dr. Anup Shah
Scott Wade
Chris Wodarczyk

MAIN OFFICE
333 N. 44th Street
Suite 100
Phoenix, AZ 85008
602.485.0100
602.242.1715 (FAX)

INFO@100CLUB.ORG
WWW.100CLUB.ORG

October 2, 2023

Chief Brad Provost
Show Low Police Department
411 E. Deuce of Clubs
Show Low, AZ 85901

Re: 100 Club of Arizona Safety Enhancement Stipend

Dear Chief Provost,

The 100 Club is pleased to announce that the Show Low Police Department is the recipient of the 100 Club of Arizona's Safety Enhancement Stipend Awards for the 3rd Quarter 2023.

The award is not to exceed \$4,000.00 for the purchase of 50 Blauer Vests.

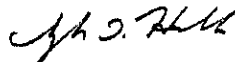
Please follow the procedures and specifications below to secure your safety equipment.

1. The equipment must be ordered within 60 days of notification of the stipend approval, (December 1, 2023).
2. The 100 Club will reimburse your agency within 14 days of receiving a paid invoice and current form W-9.
3. If reimbursement is requested, all invoices are to be dated and signed by the head of the requesting agency or their designee and must be submitted for reimbursement within 120 days of this notice. Delays directly responsible by the agency may result in forfeiture of the stipend.
4. Upon the agency receiving the items ordered, the invoice and letter of confirmation signed by the authorized person for that agency should be sent to the 100 Club.

(You must note in the letter that the items were received in satisfactory condition).
5. The 100 Club will verify the original request. Reimbursements or payments will only be made for the original amount requested and approved and will not exceed the amount of the invoice.
6. 100 Club will coordinate with your agency a check acceptance meeting and photograph.
7. A stipend report will be due by December 31, 2023, or prior to applying for a new stipend within the same funding year. The report can be downloaded from our website at www.100club.org and submitted via email to pattib@100club.org. Failure to submit the report will disqualify the agency for future SES funding.

If you have any questions, please call or email Patti Ballentine, Operations Manager at 602-485-0100 or pattib@100club.org.

Sincerely,



Angela Harrolle
CEO/President

The 100 Club of Arizona is a non-profit organization that provides immediate financial assistance to families of public safety officers and firefighters who are seriously injured or killed in the line of duty and to provide resources to enhance their safety and well-being.

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Government of Highway Safety Grants and Authorization of Associated Budget Transfers (Brad Provost)

RECOMMENDATION

I **MOVE** to authorize the acceptance of two Governor's Office of Highway Safety Grants totaling \$47,150.00 for traffic enforcement overtime, materials, and supplies and authorize the associated budget transfers.

BACKGROUND

On August 24, 2023, the Show Low Police Department was awarded two grants from the Governor's Office of Highway Safety totaling \$47,150.00. The first grant, Contract #2024-AL-033, is for \$27,150.00 for DUI enforcement overtime. The grant also pays for some traffic safety education materials to be used at public events.

The second grant, Contract #2024-PTS-061, provides \$20,000.00 in overtime funding for speed enforcement.

There are no matching fund requirements if this award is accepted.

Staff recommends accepting the grants from the Governor's Office of Highway Safety and authorizing the associated budget transfers.

ATTACHMENTS

1. Notice of Award

FISCAL IMPACT

Anticipated cost: \$47,150.00

Funding source (account no.): GOHS DUI Task Force (22-455-430-6115-2476) \$27,150.00;
GOHS Selective Traffic Enforcement (22-455-360-3342-1119) \$20,000.00

Description	Account	Approved Budget	Transfer	Amended Budget
Unanticipated Revenue/Grants	22-402-350-3903-0000	\$8,328,021	(47,150)	\$8,280,871
DUI Task Force	22-455-360-3342-2476	\$10,000	27,150	\$37,150
Selective Traffic Enforcement	22-455-360-3342-1119	\$54,017	20,000	\$74,017
Unanticipated	22-402-430-8150-	\$8,328,021	(27,150)	\$8,300,871

Expenditure/Grant 0000

DUI Task Force	22-455-430-6115- 2476	\$0.00	27,150	\$27,150
Total		16,720,059		\$16,720,059



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 24, 2023

Chief Brad Provost
Show Low Police Department
411 East Deuce of Clubs
Show Low, AZ 85901

Re: **FFY 2024 GOHS Grant Application**

Contract No.:	Contract Description:	Award Amount:
2024-AL-033	DUI Enforcement Overtime; Materials and Supplies	\$27,150.00
2024-PTS-061	STEP Enforcement Overtime	\$20,000.00

Dear Chief Provost:

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2024 commencing on October 1, 2023. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2024 Annual Grant Application**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change as we strive to make the best use of federal taxpayers' dollars.

All FFY 2024 grants will begin on October 1, 2023. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS program manager will be contacting you regarding your project(s) and your agency should have the contract(s) soon. **During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.**

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Airport Pavement Management System Grant (Jacob Allen)

RECOMMENDATION

I **MOVE** to accept Airport Pavement Management System grant funding from the Arizona Department of Transportation to perform pavement maintenance improvements to Runway 7-25 at Show Low Regional Airport and authorize the associated budget transfers.

BACKGROUND

The Arizona Department of Transportation (ADOT) administers the Airport Pavement Management System (APMS). The APMS program is a grant program established to assist in preserving the Arizona airport system infrastructure to support safe airports for the citizens of Arizona. As a benefit of the grant, procurement of construction services is performed by ADOT to assure quality contractors and compliance with Federal Aviation Administration (FAA) regulations and the APMS grant requirements. The final grant for this project shall be the final construction costs, less a 10% match from the City. Because the grant program requires advance payment before a contractor can receive notice to proceed, the City match is calculated on the engineer's construction estimate, with reconciliation to actual costs to be completed post-construction.

Under this program, ADOT's Program Manager will design, support the bidding process, and administer the construction of the maintenance projects. ADOT will pay 100% of the design, construction, and administration costs. The City will pay directly to ADOT a ten percent share of the total project cost.

Show Low Regional Airport is included in the fiscal year 2023 program for a crack seal project, which includes new runway markings.

2023 APMS Show Low Regional Airport – Opt-In –

Preliminary Opinion of Probable Cost

Pavement	Section	Description	Estimate
RWY725SL	10	P-608 and pre ST medium/high cracks reseal and Pavement Markings	\$501,277
		Total	\$501,277
		10% Local Share	\$50,128

Staff recommends accepting ADOT's offer of grant funds for the improvements to Runway 7-25, approving a 10% City grant match of \$50,128.00, and authorizing the associated budget transfers.

ATTACHMENTS

1. APMS Agreement 2023

FISCAL IMPACT

Anticipated cost:\$501,277.00

Funding source (account no.): Airport Improvements (11-750-495-7310-0000)

MPD Agreement Number	GRT-23-0009482-T
AG Contract Number	P0012011001584
AFIS Program/Phase Number	E3P2K01C
Customer Number	IV0000005557 A0001
CFDA Number	None - STATE Funded 100%
Program	ADOT Airport Pavement Maintenance System Program
Airport	Show Low Regional

**GRANT AGREEMENT BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SHOW LOW**

THIS AGREEMENT is entered into _____ by and between the STATE OF ARIZONA acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, Multimodal Planning Division, Aeronautics Group, herein referred to as the "STATE" and the City of Show Low, a political subdivision of the STATE of Arizona, herein referred to as the "SPONSOR". The STATE of Arizona, Arizona Department of Transportation and City of Show Low are collectively referred to as the "Parties", and individually as STATE, SPONSOR, and "Party".

I. RECITALS

1. The STATE is empowered by Arizona Revised Statute § 28-401, to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the STATE.
2. The Airport Pavement Management System (APMS) program is a grant program established to assist in the preservation of the Arizona airport system infrastructure to support safe airports for the citizens of Arizona. As a benefit of the grant, procurement of construction services is performed by the Arizona Department of Transportation to assure quality contractors and compliance with Federal Aviation Administration (FAA) regulations and the APMS grant requirements. The final Grant for this project shall be the final construction costs less 10% match from the SPONSOR. Because the Grant program requires advance payment before a contractor can receive notice to proceed, SPONSOR Match is calculated on the engineer's construction estimate, with reconciliation to actuals to be completed post-construction.
3. Funding for this Project is pursuant to Arizona Revised Statute § 28-8202.D and authority to accept SPONSOR contribution is pursuant to Arizona Revised Statutes § 28-8242.A.2(d).
4. The SPONSOR is empowered by Arizona Revised Statute § 28-8413.B.2 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the SPONSOR in accordance with an applicable resolution, Board-granted authority, or local ordinance; a copy of which is attached and incorporated hereto.
5. The STATE and SPONSOR desire to share in costs for pavement preservation at the Show Low Regional (Airport), hereinafter referred to as the Project. The Project will include APMS - Rwy 7/25 Section 10 P-608 and pre ST medium/high cracks reseal.

6. The total pre-design estimated cost of the Project construction is \$501,277.00 . The SPONSOR shall contribute 10% of the Project construction cost. Payment of 10% of the estimated Project construction cost (\$50,127.70) is due and payable upon signing this Agreement and must be received by the STATE before Notice to Proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project construction cost shall be due and payable upon completion of the project. See § II(1)(e) for final accounting reconciliation of the Project costs.
7. The STATE is responsible for all Project related procurement(s) and for paying all awarded contractor(s) performing activities for the Project. The STATE will pay all design, engineering, construction administration, grant administration, and construction costs for the Project less the SPONSOR/Airport Match requirement with the expectation that the Project will be completed and the expected benefits to the STATE and its constituents will be accomplished. In the event that the SPONSOR or the Airport cancel this Project after the STATE incurs these expenses, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff charges (pay rate plus indirect cost rate) in addition to direct expenses paid to vendors/consultants/contractors.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. RESPONSIBILITIES

1. The STATE shall:
 - a. Conduct investigations and prepare, in compliance with Federal Aviation Administration (FAA), state, or local standards, design plans, specifications and such other documents and services required for design, project coordination, construction bidding and construction.
 - b. Invoice the SPONSOR for 10% of the pre-design estimated construction cost, and collect this match payment prior to issuing notice to proceed for any construction contract. Invoice, at the option of the STATE, additional match requirements if construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction. Invoice, after completion of the project for any remaining match requirements to bring total match from the SPONSOR to equal 10% of the actual project construction costs.
 - c. Advertise for Project bids and award one or more design, construction administration, and/or construction contracts for the Project and make all payments to the contractor(s) OR shall perform the Project and administration in-house, at the option of the STATE.
 - d. Provide final inspection and acceptance of the Project.
 - e. Subsequent to Project completion, determination of final quantities and services, and approval and acceptance of the Project, produce and submit to the SPONSOR a final accounting reconciliation of actual Project costs. In the event that 10% of the actual Project construction costs exceed the amount remitted by the SPONSOR, the STATE will invoice the SPONSOR for the remaining

contribution required to equal 10% of the actual Project construction costs. In the event that 10% of the actual Project construction costs is less than the amount remitted by the SPONSOR, the STATE will reimburse the SPONSOR for any overpayment. In the event that the SPONSOR or the Airport cancels this Project after the STATE incurs any expenses/costs, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff time and effort in addition to direct expenses paid to vendors/consultants/contractors.

- f. Reimburse the SPONSOR for any contribution that exceeded 10% of the final Project construction costs within 30 calendar days of receiving a signed final accounting reconciliation of the Project costs from the SPONSOR.

2. The SPONSOR shall:

- a. Remit payment of 10% of the estimated Project construction cost as documented in the Recitals of this Agreement and as instructed on the Invoice. Payment is due and payable upon signature of this Agreement and must be received by the STATE before notice to proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project construction cost shall be due and payable upon completion of the project. See § II(1)(d) for final accounting reconciliation of the Project costs.
- b. Schedule and provide authorized Airport access for the STATE, the STATE's representative(s), and the contractor(s) for the purposes of preparing design plans and specifications for the Project, constructing the Project, administering the construction of the Project, and for final inspection.
- c. Coordinate with the STATE and obtain authorized approval on safety plans, security plans, phasing plans, and construction schedules prepared by the STATE.
- d. Coordinate with airport users, issue or have the Airport issue NOTAMs (Notice to Airmen) as required, and provide operations support during construction, as needed.
- e. Upon completion and acceptance of the Project by the STATE, provide and/or ensure maintenance of the Airport improvements from the Project.
- f. Abide by and enforce the SPONSOR Assurances.
- g. Remit to the STATE within 30 days after receiving an invoice for any additional contribution required based on modifications of the Project estimate or subsequent to the post-completion Project accounting cost reconciliation; or in the event that the SPONSOR or the Airport cancels this Project after the STATE incurs any expenses/costs, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff time and effort in addition to direct expenses paid to vendors/consultants/contractors.

III. SPONSOR ASSURANCES

The SPONSOR hereby covenants and agrees with the STATE as follows:

1. The Project is consistent with plans (existing at the time of approval of the Project) of entities authorized by the STATE to plan for the development of the area within which the Project exists.
2. The SPONSOR will furnish to the STATE each quarter a current listing of all aircraft based on the Airport.
3. These covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the STATE and shall constitute a part of the Agreement thus formed and shall remain in full force and effect throughout the life of this Agreement.
4. The SPONSOR is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the SPONSOR has full control of the use of the property through the life of this Agreement. In the event there are changes in airport ownership or to an airport lease during the life of this Agreement, responsibilities under this Agreement shall be transferred to the new owner or lessee as part of that arrangement and the parties to the new arrangement shall submit a request to the STATE to amend this Agreement as necessary to transfer responsibility to the new owner or lessee.
5. To restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal Airport operations and to take appropriate action including the adoption of appropriate zoning laws.
6. To promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards.
7. To operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; and establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, and prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other Airport facilities.
8. To suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for Airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
9. To refrain from entering into any transaction which would deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than

the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

10. To maintain a current Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the STATE an updated ALP of the Airport as changes are made.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement is governed according to the laws of the STATE of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement.
2. This Agreement shall become effective upon signature by the Parties and shall remain in force and effect until the Final Post Completion Inspection Certification is issued, approximately one (1) year after Project completion; provided however, that this Agreement may be canceled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other Party. In the event the STATE cancels this Agreement prior to commencement of performance, the STATE shall reimburse the SPONSOR any remitted advance contribution, the amount of which is described in the Recital(s) of this Agreement.
3. This Agreement may be canceled in accordance with Arizona Revised Statutes § 38-511.
4. If the SPONSOR fails to comply with any portion of this Agreement, the STATE, by written notice to the SPONSOR, may suspend participation until appropriate corrective action has been taken by the SPONSOR.
5. The STATE reserves the right to terminate this Agreement in whole or in part due to failure of the SPONSOR to carry out any term, promise, assurance, or condition of the Agreement. The STATE will issue a written notice to SPONSOR for failure to adequately perform, or if there is reason for the STATE to believe that the SPONSOR cannot or will not adequately perform the requirements of the Agreement. If SPONSOR does not submit a Corrective Action Plan to the satisfaction of the STATE within a ten (10) day period after receipt of written notice from STATE, then the STATE, by written notice to the SPONSOR, may terminate the Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, costs incurred prior to termination, and if known any liquidated damages payments or fees due to contractors contracted for this Project. The SPONSOR shall reimburse the STATE any costs incurred prior to the date of termination, liquidated damages payments or fees due to contractors for this Project, and any legal or administrative fees required to collect or defund under this clause.
6. When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds, or when funds are not appropriated or are withdrawn for use hereunder, the STATE may terminate this Agreement.
7. No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the STATE to declare a default, to declare a failure to perform, or to take any other action on account of the violation, nor shall such violation be continued or repeated.

8. All Parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter I – Federal Aviation Administration, Department of Transportation) and Title 49 (United STATES Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.
9. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by arbitration as may be required as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
10. This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of the STATE or SPONSOR.
11. Every payment obligation of the STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the STATE at any time. No liability shall accrue to the STATE in the event this provision is exercised, and the STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
12. In the event the STATE cancels an in-progress Project prior to its completion through no fault of the SPONSOR or the AIRPORT, the STATE shall move the project to final accounting reconciliation as described in section II.1.e.
13. All Parties shall retain all data, books and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in Arizona Revised Statute § 35-214.
14. The Sponsor shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the “State”) from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Sponsor, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Sponsor’s obligations under this paragraph shall not extend to any Claims to the extent caused by any alleged act, omission, professional error, fault, mistake, or negligence of the of the State, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, except the obligation does apply to any negligence of the Sponsor which may be legally imputed to the State by virtue of the State’s ownership or possession of land. The Sponsor’s obligations under this paragraph shall survive the termination of this Agreement.

The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference,

in the State's contract with any and all contractors, of which the Sponsor shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Sponsor.

15. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Act) (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 34 and 36. SPONSOR shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 as amended, Arizona STATE Executive Order 2009-09, or Arizona Revised Statutes §§ 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex, sexual orientation, gender identity, age, or national origin or on the basis of disability shall have equal access to employment opportunities, and all other applicable STATE and federal employment laws, rules and regulations. SPONSOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race,, color, religion, sex, age, disability, national origin.
16. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its contractors and subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its contractors and subcontractors shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its contractors' and subcontractors' employees who work on this Agreement to ensure that the Parties or its contractors and subcontractors are complying with the above-mentioned warranty.
17. Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the STATE and/or SPONSOR. Should the SPONSOR elect to terminate this Agreement, the SPONSOR will be responsible to reimburse the STATE for 100% of all costs incurred and/or expended as of the date of the SPONSOR-requested termination.
18. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically or in person or sent by mail addressed as follows:

Arizona Department of Transportation		CITY OF SHOW LOW
Sally J. Palmer Contracts Program Manager	Matthew Munden Airport Engineer	Jacob Allen Airport Manager
Multimodal Planning Division Mail Drop 310B 206 S. 17 th Avenue Phoenix, AZ 85007	Multimodal Planning Division Attn: APMS Mail Drop 426M 180 W. Jefferson Street Phoenix, AZ 85007	180 N. 9th Street Show Low, AZ 85901
602-712-6732	602-712-7647	928-532-4192
spalmer@azdot.gov	MMunden@azdot.gov	jallen@showlowaz.gov

19. Attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Party is authorized under the laws of this STATE to enter into this Agreement and that the Agreement is in proper form.

20. **Duplicate Funding Not Permitted.** The SPONSOR agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other Federal agency, or insurance proceeds for any portion of a project activity approved for funding under this Agreement, the RECIPIENT shall provide written notification to the STATE, and reimburse the STATE for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.
21. **Israel Boycott Not Permitted:** The SPONSOR warrants that it is not engaged in a boycott of Israel as defined in Arizona Revised Statutes § 35-393 et seq.
22. **Forced Labor of Ethnic Uyghurs Ban:** Pursuant to Arizona Revised Statutes § 35-394, the SPONSOR warrants and by signing this Agreement so certifies that it does not currently, and agrees for the duration of the contract that it will not use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the SPONSOR becomes aware during the term of this Agreement that the SPONSOR is not in compliance with this certification, the SPONSOR shall notify ADOT within five business days after becoming aware of the noncompliance, and within 180 days after notice, provide written certification that the SPONSOR has remedied the noncompliance. This item does not apply to not-for-profit organizations or organizations with fewer than ten (10) full-time employees.

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

CITY OF SHOW LOW

STATE OF ARIZONA
Arizona Department of Transportation

By

John Leech Jr. Mayor, City of Show Low

By

Paul Patane, Division Director
Multimodal Planning Division

Date Signed

Date Signed

Authorizing Resolution, Board-granted Authority, or Local Ordinance

{SPONSOR to attach Document in DocuSign process}

APPROVAL OF CITY OF SHOW LOW

I have reviewed the above referenced proposed Agreement, between the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, AERONAUTICS GROUP (STATE) and City of Show Low (SPONSOR) and declare this Agreement to be in proper form and within the powers and authority granted to the SPONSOR under all applicable laws. No opinion is expressed as to the authority of the STATE to enter into this Agreement.

Attorney for City of Show Low

DocuSigned by:

7686A1B5DBE3414...

10/30/2023

Date Signed



Office of the Arizona Attorney General

KRIS MAYES
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

VANESSA HICKMAN
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

GRANT AGREEMENT
DETERMINATION

A.G. Contract No. P0012011001584 (**MPD Agreement No. GRT-23-0009482-T**), an Agreement between public agencies, the State of Arizona and City of Show Low has been reviewed pursuant to A.R.S. § 28-401 and § 28-8202(D) et seq., by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: 10/24/2023

KRIS MAYES
Attorney General

DocuSigned by:

Susan Davis, Assistant Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/

Page reserved for MATCH INVOICE

Page to be replaced with UPLOADED document in DocuSign process.



Please Click Here to Acknowledge Receipt of Invoice and Processing for Payment



Please Click Here to Acknowledge Receipt of Invoice and Submission to accounting/finance for Payment

Our True North: *Safely Home*

Multimodal Planning Division

Douglas A. Ducey, Governor
John S. Halikowski, Director
Gregory Byres, Deputy Director/State Engineer
Paul Patane, Division Director

December 19, 2022

Mr. Jacob Allen
Airport Manager
Show Low Regional Airport
3150 Airport Loop
Show Low, AZ 85901

Subject: ADOT Airport Surface Treatment Program 2023
Show Low Regional Airport Rwy 7/25 Section 10 – P-608 and pre-ST medium/high cracks reseal and Pavement Markings

Dear Mr. Allen:

ADOT MPD – Aeronautics Group has completed the planning and program development phase of the State's Airport Pavement Preservation Program for fiscal year 2023. This is a program that ADOT Aeronautics began the groundwork for in 2000 and updates every three to four years when they contract to have pavements at all the State's public airports evaluated and rated as to their pavement condition index (PCI). The results of the current study show the pavement maintenance recommendations for the airport pavements that still have useable life remaining. Each airport in the study will receive a complete report specific to their respective airports.

Maintenance options such as crack seals, seal coats, thin overlays, and PCCP joint repairs are scheduled for individual runways, taxiways, and aprons at various airports for each of the years in a five-year period. Projects are tentatively scheduled based on PCI priorities and the program's funding budget. Show Low Regional Airport is included in fiscal year 2023 of the program for Runway 7/25 Section 10 - a P-608 and pre-ST medium/high cracks reseal and Pavement Markings with a construction estimate of \$501,277.

Under this program, ADOT's Program Manager will design, support the bidding process and administer the construction of the maintenance projects. ADOT will pay 100% of the design and construction administration costs. ADOT will then pay the full construction costs to the contractor. The Sponsor will pay, directly to ADOT, their 10 percent share of the construction cost (approx. \$50,128 for the City of Show Low).

After review of the current recommendations, we have included the following treatments: 1-inch AC Overlay and Pavement Markings. We have included the preliminary program for Show Low Regional Airport consisting of an aerial schematic exhibit and a preliminary opinion of probable cost. Prior to finalizing the program and proceeding with the design and construction we need to verify the Sponsor's intentions for participation in this program. It is expected that actual construction will begin no sooner than June 2023.

Please return by email to Matthew Munden at mmunden@azdot.gov and Tammy Martelle, Kimley-Horn and Associates at tammy.martelle@kimley-horn.com a copy of the executed letter indicating your position on this matter **as soon as possible, but no later than February 15, 2023**. Upon receipt of your acknowledgement to participate in this program, a Grant Agreement with the State and the invoice for your 10 percent (10%) share of the construction cost will be submitted electronically to you via DocuSign (an IGA). Instructions will be provided for your execution of the Grant Agreement using DocuSign. Payment of your invoice for your 10% share of the

construction costs must be received by ADOT before construction can commence on your project. Please initial or sign the Grant Agreement/IGA to complete the signature process before processing payment of the invoice. An Authorizing Resolution, Board-Granted Authority, or Local Ordinance will be necessary to attach to the Grant Agreement/IGA (sent via DocuSign) that will be issued by ADOT at a later date.

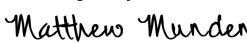
Payment of 10% of the estimated project construction cost is due and payable upon signing the Grant Agreement and must be received by the STATE before Notice to Proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit the additional match upon receipt of the invoice. Upon completion of the Project, ADOT will produce a final accounting reconciliation of the construction costs. In the event, actual construction cost exceeds the estimate, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual construction cost. In the event the actual construction cost is less than the estimate, the STATE will reimburse the SPONSOR for any overpayment.

Also, an email will be sent with a document for **Recipient Contact Information** that needs to be filled out and returned ASAP. This information is necessary for the IGA to be sent for signatures. If before you receive the IGA there is a change on this form, please contact Tammy Martelle at Kimley-Horn with updated information.

If you have any questions or desire any additional information, please don't hesitate to contact me at (602) 712-7647.

Sincerely,

ADOT MPD – AERONAUTICS GROUP

DocuSigned by:

 C2D0E33391684F4...
 Matthew Munden
 Aeronautics Group Manager

cc: Steve Reeder, Kimley-Horn & Associates

I acknowledge that the projects included for Our Airport under the ADOT Airport Pavement Preservation Program for 2023 is in the best interest for our Airport Facility and wish to participate in this program.

DocuSigned by:

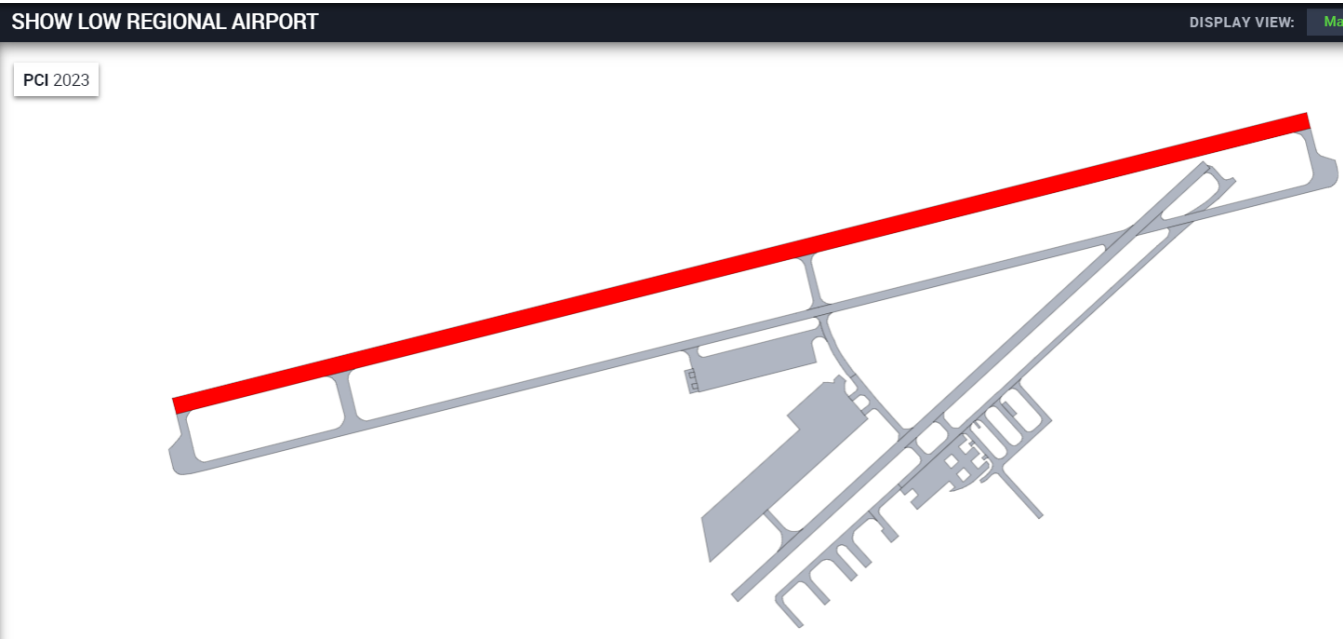
 30D441A918689469...
 (Signature) 2/14/2023
 Date
 Jacob Allen Airport Manager
 (Print Name and Title)

2023 APMS Show Low Regional Airport – Opt-In –

Preliminary Opinion of Probable Cost

Pavement	Section	Description	Estimate
RWY725SL	10	P-608 and pre ST medium/high cracks reseal and Pavement Markings	\$501,277
		Total	\$501,277
		10% Local Share	\$50,128

RWY 7/25





DTAMPE239482IV0000005557

Remit to:

ARIZONA DEPARTMENT OF TRANSPORTATION
Aeronautics
206 S 17TH AVE
MAILDROP 203B
PHOENIX AZ 85007

Bill to:

CITY OF SHOW LOW
180 N. 9TH ST
SHOW LOW AZ 85901

Customer Name		INVOICE	
CITY OF SHOW LOW			
Customer Number	Invoice Number	Invoice Date	
IV0000005557	MPE239482	10-04-23	
	ARDept/BPRO	Due Date	
	DTA:MP030	10-02-23	
	Amount Due	Amount Enclosed	
	\$50,127.70		

Payment Method: Check ☐ Money Order ☐

☐ Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order.
DO NOT MAIL CASH

----- Please detach the above stub and return with your remittance. -----

ADOT
ORIGINAL

Customer Number	Original Invoice Date	Original Due Date
IV0000005557	10-04-23	10-02-23

Customer Name	Invoice Number	Invoice Date
CITY OF SHOW LOW	MPE239482	10-04-23

Invoice Charges

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	APMS - Rwy 7/25 Section 10 P-608 and pre ST medium/high cracks reseal	10-02-23				\$50,127.70
Total Invoice Charges						\$50,127.70

Other Charges

Description	Date	Charges
Total Other Charges		

Credit Payments Applied	\$0.00
Total Amount Due	\$50,127.70

Additional Notes:

Instructions

Contact:

MPD - Aeronautics

(602) 712-7647

MPDContracts@azdot.gov

Certificate Of Completion

Envelope Id: 756B5E49B4FC49AD993CBD5A062C5DB5

Status: Sent

Subject: Document expires in 90 days if not signed by all parties-APMS GRT-23-0009482-T Show Low Regional

Source Envelope:

Document Pages: 16

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 3

Debra Carlson

AutoNav: Enabled

206 S 17th Ave

Enveloped Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

DCarlson@azdot.gov

IP Address: 172.56.84.202

Record Tracking

Status: Original

Holder: Debra Carlson

Location: DocuSign

9/21/2023 11:31:06 AM

DCarlson@azdot.gov

Signer Events**Signature****Timestamp**

Matthew Munden



Sent: 9/21/2023 11:39:31 AM

mmunden@azdot.gov

Viewed: 9/25/2023 1:15:08 PM

Aeronautics Group Manager

Signed: 9/25/2023 1:15:14 PM

ADOT

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 69.136.115.94

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Project Accounting - AERO

Completed

Sent: 9/25/2023 1:15:17 PM

paccounting@azdot.gov

Viewed: 10/2/2023 2:00:00 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 162.59.200.193

Signed: 10/4/2023 11:37:13 AM

Electronic Record and Signature Disclosure:

Accepted: 10/4/2023 11:36:49 AM

ID: fdece782-aeed-4683-82d8-dcc556b3c151

Jacob Allen Airport Manager



Sent: 10/4/2023 11:37:15 AM

jallen@showlowaz.gov

Viewed: 10/6/2023 2:04:59 PM

Airport Manager

Signed: 10/6/2023 2:05:56 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 74.39.234.146

Electronic Record and Signature Disclosure:

Accepted: 10/6/2023 2:04:59 PM

ID: 1508a84d-5405-42a0-937a-2ca8819e01d2

Attorney Generals Office

Completed

Sent: 10/6/2023 2:05:59 PM

trncontracts@azag.gov

Viewed: 10/6/2023 2:11:11 PM

Security Level: Email, Account Authentication
(None)

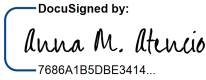
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Signed: 10/6/2023 2:19:29 PM

Electronic Record and Signature Disclosure:

Accepted: 10/6/2023 2:11:11 PM

ID: 931fe1f5-7f3f-4656-a031-457474502238

Signer Events	Signature	Timestamp
Susan Davis, Assistant Attorney General Susan.Davis@azag.gov Security Level: Email, Account Authentication (None)	 DocuSigned by: Susan Davis, Assistant Attorney General 4F680A7B3EAF421... Signature Adoption: Pre-selected Style Using IP Address: 72.212.92.116	Sent: 10/6/2023 2:19:31 PM Viewed: 10/24/2023 1:36:06 PM Signed: 10/24/2023 1:37:58 PM
Electronic Record and Signature Disclosure: Accepted: 10/24/2023 1:36:06 PM ID: 64c24fdc-f254-49ff-a7b8-00cda8d4181f		
Anna M. Atencio aatencio@showlowaz.gov Security Level: Email, Account Authentication (None)	 DocuSigned by: Anna M. Atencio 7686A1B5DBE3414... Signature Adoption: Pre-selected Style Using IP Address: 74.39.234.146	Sent: 10/24/2023 1:38:00 PM Resent: 10/30/2023 10:39:37 AM Viewed: 10/30/2023 10:43:38 AM Signed: 10/30/2023 10:44:12 AM
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Lisa Robertson Grants Manager lrobertson@showlowaz.gov Security Level: Email, Account Authentication (None)		Sent: 10/30/2023 10:44:14 AM Viewed: 10/30/2023 11:45:13 AM
Electronic Record and Signature Disclosure: Accepted: 10/30/2023 11:45:13 AM ID: 8dc8d7dd-cbb4-47bf-bd0a-a5f0fe62dd69		
John Leech Jr. Mayor, City of Show Low jleechjr@showlowaz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 9/9/2023 6:17:18 PM ID: 3179c5f2-b9d8-40ca-a185-063b1362500c		
Cari Bilbie Accounting Contact cbilbie@showlowaz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/13/2022 9:58:42 AM ID: f49352e3-c546-459a-a8da-5fbc8635fb44		
Paul Patane, MPD Division Director PPatane@azdot.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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

Carbon Copy Events	Status	Timestamp
Steve Reeder Steve.Reeder@kimley-horn.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/27/2023 2:57:14 PM ID: bc1dd726-890d-48ff-8c58-8e03911ff6e9		
Tammy Martelle tammy.martelle@kimley-horn.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/26/2022 1:53:57 PM ID: 702d5569-48d8-4425-a24a-852d3ad36fa3		
Margie Cerda MCerda@azdot.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/21/2023 11:39:31 AM
Envelope Updated	Security Checked	10/30/2023 10:39:36 AM
Envelope Updated	Security Checked	10/30/2023 10:39:36 AM
Envelope Updated	Security Checked	10/30/2023 10:39:36 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Arizona Dept of Transportation:

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

To advise Arizona Dept of Transportation of your new e-mail address

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

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Dept of Transportation

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of East Owens Roadway Extension, City of Show Low Project No. R-3122 (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the East Owens Roadway Extension, City of Show Low Project No. R-3122, with a final cost of \$428,199.00, release the retainage, and initiate the two-year warranty period.

BACKGROUND

At its regular meeting on February 7, 2023, the Show Low City Council awarded a construction contract to Western Grade LLC in an amount not to exceed \$467,159.00 for the East Owens Roadway Extension project. The scope of work included constructing an 850-foot two-lane roadway extension with a three-inch asphalt over eight-inch aggregate base section, 1,600 linear feet of new curb, 5,000 square feet of new sidewalk, Americans with Disabilities Act ramps, driveways, and new drainage infrastructure to facilitate the new roadway extension improvement. The work took place along East Owens from South Central Avenue to 2nd Street.

The improvements to the East Owens Roadway Extension have been completed for a final project cost of \$428,199.00.

Staff recommends accepting East Owens Roadway Extension, City of Show Low Project No. R-3122, with a final cost of \$428,199.00, releasing the retainage, and initiating the two-year warranty period.

ATTACHMENTS

1. Aerial R-3122 Owens Extension

FISCAL IMPACT

Anticipated cost: \$428,199.00

Funding source (account no.): East Owens Central to 2nd Street (12-500-495-7310-2203/5002203)



**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of East Mills and East Owens Waterline Replacement, City of Show Low Project No. W-3222 (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the East Mills and Owens Waterline Replacement, City of Show Low Project No. W-3222, with a final cost of \$675,622.08, release the retainage, and initiate the two-year warranty period.

BACKGROUND

At its regular meeting on December 6, 2022, the Show Low City Council awarded a construction contract to Central Arizona Civil Construction Company in an amount not to exceed \$695,989.00 for the East Mills and Owens Waterline Replacement project. The scope of work for this project consisted of replacing approximately 4,000 lineal feet of aging and deteriorating six-inch and two-inch AC and galvanized waterlines with new eight-inch PVC water main, installing new water services and fire hydrants, and replacing any existing pavement or concrete required for the improvements. The work took place along East Owens between 11th Street and 2nd Street and along East Mills from East Owens to South 6th Place.

The improvements to the East Mills and Owens Waterline Replacement project have been completed for a final project cost of \$675,622.08.

Staff recommends accepting East Mills and Owens Waterline Replacement, City of Show Low Project No. W-3222, with a final cost of \$675,622.08, releasing the retainage, and initiating the two-year warranty period.

ATTACHMENTS

1. Aerial East Owens Waterline
2. Subject East Owens Waterline

FISCAL IMPACT

Anticipated cost: \$675,622.08

Funding source (account no.): Water Mills from Owens to 6th Place (43-760-180-1620-0000/7601904) \$104,398.00; East Owens 1st Street to 11th Street (43-760-180-1620-0000/7602211) \$591,591.00



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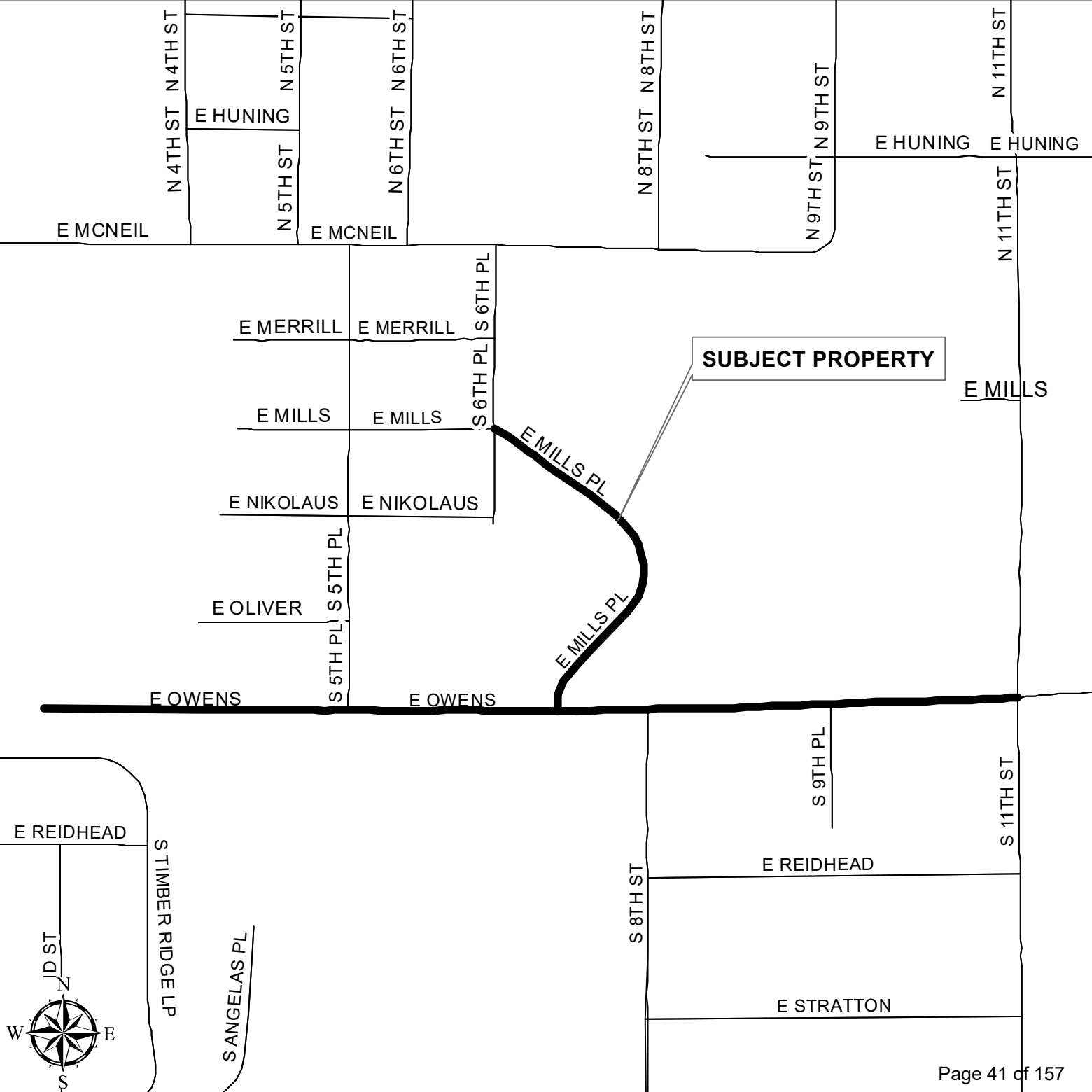
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**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2023-20 Approving Intergovernmental Agreement with Arizona Department of Revenue Related to Uniform Administration of City's Transaction Privilege Tax (Justin Johnson)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2023-20 approving an Intergovernmental Agreement with the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy taxes imposed by the state, cities or towns.

BACKGROUND

This Intergovernmental Agreement (the 2023 IGA) was negotiated with the Arizona Department of Revenue (ADOR) and Attorney General's office by the City Tax Administrators Council (CTAC) Rulings Group, which includes the League of Arizona Cities and Towns, and with the assistance of several city attorneys and other tax and IT experts from many municipalities.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires the ADOR to administer the transaction privilege and use taxes imposed by all cities and towns, and to enter into an IGA with each city and town.

This IGA establishes the framework for collaboration between the ADOR and the cities and towns for every aspect of TPT administration. It provides the principles, requirements, and responsibilities of both the city/town and the ADOR, and it defines the many specific operational processes related to tax collection, the protection of taxpayer confidentiality, and information security.

The 2023 IGA replaces the 2019 IGA and represents a complete rewrite of the prior agreement. Great emphasis was placed on improving the thoroughness and consistency of the agreement as well as minimizing the need to look through multiple sections to answer a single question or resolve a specific issue. The IGA has a provision for automatic annual renewal.

Staff recommends approving Resolution No. R2023-20 authorizing the Mayor to sign the 2023 IGA with ADOR.

ATTACHMENTS

1. Resolution R2023-20
2. 2023 FINAL DOR-Municipal TPT Admin IGA

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2023-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, APPROVING A COMPLETE REVISION TO INTERGOVERNMENTAL AGREEMENT REGARDING THE UNIFORM ADMINISTRATION, LICENSING, COLLECTION, AND AUDITING OF TRANSACTION PRIVILEGE TAX, USE TAX, SEVERANCE TAX, JET FUEL EXCISE AND USE TAX, AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE, CITIES OR TOWNS

RECITALS:

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services if authorized by their legislative or governing bodies; and

WHEREAS, A.R.S. § 42-6001, et seq. was amended effective January 1, 2015, to provide that the Arizona Department of Revenue shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities, or towns; and

WHEREAS, representatives of the Arizona Department of Revenue and representatives of Arizona cities and towns, with support from the League of Arizona Cities and Towns, have negotiated the terms of a new Intergovernmental Agreement to take effect as described within that document, which can be adopted individually by each Arizona city and town and is the subject of this Resolution.

WHEREAS, this revision will continue to benefit the City of Show Low in collecting and enforcing the collection of transaction privilege and use taxes imposed by the State or City.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby approve the Intergovernmental Agreement between the City of Show Low and the Arizona Department of Revenue for the administration, collection, audit, and licensing of transaction privilege taxes, use taxes, severance taxes, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities, or towns, and authorizes the following:

BE IT FURTHER RESOLVED authorizing the Mayor to sign said Intergovernmental Agreement as required by ARS §42-6001, with an effective date as described within that document, together with the encapsulated provisions for annual renewals.

PASSED AND ADOPTED this 7th day of November, 2023, by the Mayor and Council of the City of Show Low, Arizona.

John Leech Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna Atencio, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF REVENUE AND THE CITY/TOWN OF SHOW LOW

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 7th day of November, 2023, by and between the Arizona Department of Revenue (“Department”) and the City/Town of Show Low, an Arizona municipal corporation (“City/Town”). This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit, and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes, and rental occupancy taxes (collectively referred to as “Taxes”) imposed by the State, City/Town, and other Arizona municipalities.

RECITALS

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 *et seq.*) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 *et seq.* was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any Arizona municipality and that the Department and each municipality shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State and Arizona municipalities.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution, or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this Agreement as follows:

1. Definitions

1.1 A.R.S. means the Arizona Revised Statutes.

1.2 Adoption of an Ordinance means final approval by majority vote of the City/Town council.

- 1.3 Ambassador Program** means the Department’s provided structure and support of curriculum related to tax administration and compliance education.
- 1.4 Arizona Management System** means the State’s professional, results-driven management system that focuses on customer value and vital mission outcomes for citizens. The system is based on principles of Lean, a proven people-centered approach that has delivered effective results in both public and private sectors. Lean focuses on customer value, continuous improvement and engaged employees to improve productivity, quality, and service.
- 1.5 Audit** means an examination and verification of accounts and records to determine taxpayer compliance with A.R.S. Title 42 and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.6 City Services** means the Department’s team or successor unit thereof that assists Arizona municipalities with administrative functions and all other activities related to transaction privilege tax licensing, collection, and compliance of any kind. In this Agreement, all references to electronic communications with City Services shall be directed to the team’s address at citiesunit@azdor.gov.
- 1.7 Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.8 Collection** means activities to collect established liabilities for transaction privilege taxes, fees, and related penalties and interest that are due and owing.
- 1.9 Confidentiality Standards** means the standards set forth in A.R.S. § 42-2001 *et seq.*, Model City Tax Code § 510, Appendix A of this Agreement, and such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A of this Agreement.
- 1.10 Development Fees** has the same meaning prescribed in A.R.S. § 42-5075(B).
- 1.11 Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.12 Federal Tax Information (“FTI”)** means Federal income tax returns or return information the Department receives from the Internal Revenue Service, including any information created by the Department derived from that information. Documents obtained from a taxpayer or State income tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any Arizona municipality.
- 1.13 Independent Contractor** means any individual or entity with which City/Town may enter into an agreement to perform transaction privilege tax administration, collection, audit, licensing, and any other related duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- 1.14 Model City Tax Code** means the document defined in A.R.S. § 42-6051.

- 1.15 Municipal Tax or Municipal Taxes** means collectively the transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax imposed by City/Town in accordance with the Model City Tax Code and similar taxes imposed by City/Town pursuant to a City/Town code section outside the Model City Tax Code that are collected via the standard transaction privilege tax return. Unless the context provides otherwise, this definition includes municipal privilege tax, municipal privilege tax license fees, and all related penalties, interest and other similar charges collected by the Department on behalf of an Arizona municipality.
- 1.16 Options Chart** means any chart contained in a section of the Model City Tax Code which identifies the various approved standard Options adopted by an Arizona municipality.
- 1.17 Primary Point of Contact (“PPOC”)** means a designated City/Town representative with the primary responsibility for communicating with the Department and their respective staff on any matters described within this Agreement. The PPOC must be an individual qualified to receive Tax Information under Section 2.1 of this Agreement and be included on the Master Authorization List referenced in Section 2.3 of this Agreement.
- 1.18 Profile** means a dedicated section of the Model City Tax Code that provides specific information for each Arizona municipality, including contact information, applicable tax rates, and amendments and provisions unique to City/Town.
- 1.19 Standard Audit Life Cycle Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities from the assignment of audits through final resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Audit Life Cycle Process Map shall be referred to SMART for resolution.
- 1.20 Standard Authorization List Update Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to keep an updated list of current employees and contractors who are authorized to receive Tax Information consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.
- 1.21 Standard Inter-Jurisdictional Transfer Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to document and authorize the transfer of erroneously reported or

allocated tax from one (1) municipality to another based upon a municipality's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.

- 1.22 State** means the State of Arizona.
- 1.23 State & Municipal Audit Resolution Team ("SMART")** means an advisory committee responsible for resolving issues as set forth in Section 15 of this Agreement.
- 1.24 State Tax or State Taxes** means transaction privilege tax and affiliated excise taxes, including use tax, severance tax, and jet fuel excise and use taxes imposed by the State of Arizona or its counties.
- 1.25 Tax Information** means information deemed confidential taxpayer information protected from disclosure pursuant to A.R.S. § 42-2001 *et seq.* or Model City Tax Code § 510 concerning the business financial affairs or operations of a taxpayer as it relates to Municipal Taxes or State Taxes. Tax Information includes all financial information related to transaction privilege taxes obtained from any source related to an individual taxpayer and all such aggregate financial information related to any group of identified or identifiable taxpayers.
- (a) Examples of Tax Information include without limitation:
- (1) Any information provided by the Department to City/Town derived from any source including tax returns, reports, tax license applications, and the New License Report or License Update Report; and
 - (2) Any information received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a transaction privilege tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest, such as the taxpayer's identity; the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, taxes withheld, deficiencies, over-assessments, or tax payments; or whether the taxpayer's account was, is being, or will be examined or subject to audit, desk review, investigation, collection, or processing.
- (b) Taxpayer identifying information obtained by City/Town from any source not identified in Section 1.25(a) of this Agreement is not Tax Information for purposes of this Agreement.

- 1.26 Voluntary Disclosure Agreement** means a document used in a voluntary disclosure program designed for eligible taxpayers with exposure for tax liability and/or civil penalties arising from a failure to report and/or pay all Taxes due which allows the taxpayer to come into voluntary compliance.

2. Authorized Access Lists

- 2.1 Statutory Authority:** The disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001 *et seq.*, and, for reporting periods prior to January 1, 2015, by Model City Tax Code § 510.
- 2.2 Qualified Recipients of Information:** The Department and City/Town shall only disclose Tax Information related to State Tax and Municipal Tax pursuant to this Agreement to individuals authorized by law as described in Section 2.1 of this Agreement, including those authorized persons listed on the Authorized Access Lists provided by the Department and Arizona municipalities. Questions related to a listed Department recipient may be directed to City Services at citiesunit@azdor.gov. Questions related to a listed Arizona municipal recipient may be directed to the PPOC of the pertinent Arizona municipality.
- 2.3 Department's Authorized Access List:** Pursuant to Section 2.4(c) of this Agreement, the Department shall maintain, update, and provide a current statewide Master Authorization List of names, job titles, and contact information of the Department staff and Arizona municipal representatives who are authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information from the Department or Arizona municipalities, as defined in the Standard Authorization List Update Process Map. Updates shall be provided on not less than a monthly basis. The Department shall promptly notify Arizona municipalities of any individual whose authorization to receive State Tax and Municipal Tax information has been revoked for any reason.
- 2.4 City/Town's Authorized Access List:** City/Town shall maintain, update, and provide a current Authorized Access List of names, job titles, and contact information for all persons acting on behalf of City/Town authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.
- (a) City/Town shall indicate one PPOC on the Authorized Access List to resolve any administrative issues with the Authorized Access List. At its discretion, City/Town may also indicate an additional individual as a back-up or alternate PPOC.
 - (b) City/Town shall ensure all personnel on the Authorized Access List meet the requirements indicated in the Confidentiality Standards (Appendix A) including completing all required confidentiality training certification and recertification as required from time to time, within the time required by the Department.

- (c) Upon execution of this Agreement and on the first day of each calendar quarter thereafter, City/Town shall email to City Services at citiesunit@azdor.gov a current Authorized Access List of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities, including additions and deletions, changes in job titles, and contact information. City/Town's PPOC shall promptly notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason.
- (d) The Department shall review City/Town's Authorized Access List. If the Department finds that any person on the list has not completed the required confidentiality training in a timely manner or does not meet the Confidentiality Standards in Appendix A of this Agreement, the Department shall notify the City/Town PPOC to resolve the issue. The Department shall not include that person on the Master Authorization List until the issues have been resolved to the satisfaction of the Department.

2.5 Independent Contractors:

- (a) City/Town may at times choose to enter into a contract with an Independent Contractor to perform the transaction privilege tax administration, collection, audit, desk review, licensing, and other duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- (b) In accordance with A.R.S. §§ 42-1004 and 42-6002, no contract with an Independent Contractor may be entered into on a contingency fee basis for the performance of any transaction privilege tax related functions, including but not limited to license inspections, audits, desk reviews, or collections.
- (c) Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract between City/Town and an Independent Contractor, City/Town shall provide a copy of each such contract to the City Services electronically at citiesunit@azdor.gov.
- (d) City/Town shall notify the Department of the expiration, termination, or amendment of any agreement with such Independent Contractors within ten (10) business days of such event.
- (e) In this Agreement it is presumed that any reference to a municipal employee such as a license inspector, auditor, desk reviewer, collector, supervisor, etc., also refers to an Independent Contractor performing that function on behalf of the Department or City/Town.
- (f) An Independent Contractor is subject to all training requirements, authorization limitations, and other privileges and restrictions incorporated into this Agreement or provided in statute in the same form and manner as

such conditions apply to an employee performing the same function on behalf of the Department or City/Town.

- (g) When an Independent Contractor issues any correspondence to a taxpayer on behalf of the Department or City/Town, the Independent Contractor shall expressly identify all of the following on such correspondence: the Independent Contractor's name; the name of the Independent Contractor's firm, if applicable; the Independent Contractor's status as a license inspector, auditor, desk reviewer, or collector acting on behalf of the Department or City/Town; the Independent Contractor's mailing address, telephone number, and e-mail address; and the telephone number and e-mail address of a specific person who is an employee of the Department or City/Town capable of responding to the issues raised in the correspondence for the Department or City/Town.
- (h) The Department and/or City/Town may pursue any remedy authorized by this Agreement or by statute for a violation of this Section by an Independent Contractor.

2.6 Sharing of Authorized Access Lists: The Department shall share the Department's Authorized Access List and the Authorized Access Lists for all Arizona municipalities provided to the Department on the Core SFTP site. The Department shall update the lists on a monthly basis with information provided by each Arizona municipality, or as needed to immediately remove any person whose authorized access has been revoked by the Department or an Arizona municipality.

3. Disclosure of Information by City/Town to the Department or Another Arizona Municipality

3.1 Disclosure and Use of Municipal Tax Information: Any Tax Information released by City/Town to the Department or another Arizona municipality may only be used by persons authorized to receive such Tax Information for tax administration and collection purposes and may not be disclosed to the public in any manner that does not comply with A.R.S. § 42-2003, and/or Model City Tax Code § 510 for reporting periods prior to January 1, 2015. All Tax Information shall be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

3.2 Municipal Ordinances: City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten (10) calendar days of a request for such information from the Department. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (a) Tax Code Changes: City/Town shall provide notice to the Department of any tax code change with a copy of any ordinance adopted by City/Town that imposes or modifies the Municipal Taxes or municipal privilege tax

license fees to be collected hereunder within ten (10) calendar days of adoption of the ordinance. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (1) City/Town agrees that any ordinance that changes a tax rate, Option selection, or includes the addition or removal of a unique Model City Tax Code exception shall take effect on the first day of the month that is at least sixty (60) calendar days after the City/Town council adopts the change. City/Town and the Department recognize there may be occasions when the City/Town council establishes an effective date less than sixty (60) calendar days after adoption. If City/Town chooses to propose an ordinance with an effective date that is less than sixty (60) calendar days after adoption, City/Town shall notify the Department as soon as possible after that choice is made.
 - (2) The Department shall incorporate all ordinance changes into the official copy of the Model City Tax Code within ten (10) calendar days of receipt of notice from City/Town. The copy provided to the Department may be an electronic copy but shall reflect the identical language contained in the version adopted by the City/Town and shall contain the required signatures indicating council approval.
 - (3) The Department shall notify City/Town when the tax code change has been incorporated and City/Town is responsible for confirming the change has been correctly entered in the official copy of the Model City Tax Code.
 - (4) Pursuant to A.R.S. § 42-6052, if City/Town fails to notify the Department of a tax code change within ten (10) calendar days after City/Town council approval, the ordinance shall be considered null and void. All tax code changes described in this Section shall have no effect until reflected in the official copy of the Model City Tax Code.
- (b) Annexation Ordinances: Within fifteen (15) calendar days following the adoption of an annexation ordinance, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov and City Services at citiesunit@azdor.gov. City/Town may provide the Department with a list of businesses subject to Municipal Taxes known to be located in the annexed area.
- (c) Review of the Model City Tax Code: City/Town shall be responsible for reviewing the information contained on its Profile, the Options Charts, tax rates for City/Town, and other information specific to City/Town contained in the official copy of the Model City Tax Code and ensuring it is correct.

City/Town affirms that it has an ongoing obligation to notify City Services of any changes needed to such information at citiesunit@azdor.gov.

- 3.3 Development Fees:** Upon request by the Department to City/Town's PPOC, City/Town shall provide to the Department any information regarding Development Fees imposed by City/Town under A.R.S. § 9-463.05 to assist the Department with the auditing of taxpayers and the ordinary billing and collection of taxes.
- 3.4 Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- 3.5 Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

4. Disclosure of Information by Department to City/Town

- 4.1 Statutory Authority:** The Department may disclose information relating to State Taxes and Municipal Taxes to City/Town pursuant to A.R.S. § 42-2003 if the information relates to a taxpayer who is or may be taxable by a county, city, or town or who may be subject to audit by the Department pursuant to A.R.S. § 42-6002.
- 4.2 Restrictions on Use and Disclosure to Unauthorized Parties:** Any Tax Information disclosed by the Department to City/Town is subject to all restrictions provided for in A.R.S. § 42-2003. Tax Information shall only be used by persons authorized to receive such Tax Information for internal tax administration purposes, including audit, desk review, collection, and licensing activity, and may not be disclosed to the public or any unauthorized party in any manner that does not comply with the Confidentiality Standards (Appendix A).
- 4.3 Liability for Improper Disclosure:** The disclosure of confidential information concerning Arizona taxes is governed by A.R.S. § 42-2001 *et seq.*, which strictly controls the accessibility and use of this information. Individuals who receive confidential information relating to State Taxes and Municipal Taxes from the Department are subject to the penalties provided in A.R.S. § 42-2004 and other applicable statutes if they misuse or improperly disclose this information to unauthorized individuals.
- 4.4 Reporting Potential Disclosure Violations/Incidents:** The Department shall not withhold Tax Information from City/Town provided that City/Town complies with A.R.S. § 42-2001 *et seq.*, and the Confidentiality Standards (Appendix A).
 - (a) If City/Town or the Department has information to suggest City/Town or any of its duly authorized representatives has violated A.R.S. § 42-2001 *et seq.* or the Confidentiality Standards (Appendix A), City/Town or the Department shall immediately notify City Services at citiesunit@azdor.gov, the Department's Disclosure Officer at DisclosureOfficer@azdor.gov, and the Department's Information Security Team at InfoSec@azdor.gov.

- (b) City/Town and the Department shall fully cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation and shall promptly address any identified issues.
- (c) The Department's Disclosure Officer and Information Security Team:
 - (1) Shall send written notice to City/Town's PPOC detailing the alleged breach as understood by the Department and request a response to the allegation within twenty (20) calendar days of the date of the letter, and
 - (2) May inspect City/Town's records, facilities, and equipment to determine whether there has been a violation, and
 - (3) Shall review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation prior to issuing any determination, and
 - (4) Shall issue a written determination delivered by certified mail to City/Town regarding the alleged violation within sixty (60) calendar days of the date of City/Town's response letter. If the Department determines that a violation has occurred, the Department shall indicate whether a suspension of information is warranted and the length of the suspension. During the period of suspension, City/Town shall not access information maintained or created by the Department related to City/Town.
- (d) If the Department makes a written determination to suspend sharing of information, City/Town may, within ten (10) calendar days of receiving the written determination, submit a written request to SMART requesting the group review the determination as provided in Section 15 of this Agreement.
- (e) If there is a suspension of Tax Information sharing with City/Town, the Department shall maintain all information collected or created during the suspension period related to City/Town that would otherwise have been shared with City/Town and shall assist City/Town with accessing the accumulated information for City/Town immediately upon termination of the suspension.
- (f) Under no circumstances shall the suspension of any right to receive Tax Information adversely impact the Department's delivery or transfer of any City/Town revenues in any manner.

4.5 Information to be Provided: The Department shall provide information pursuant to A.R.S. § 42-6001(B). The Department shall provide such information as outlined

in Appendix B and elsewhere in this Agreement, which shall only be modified in accordance with Section 4.7 of this Agreement.

- (a) The Department shall not provide Federal Tax Information to City/Town.
- (b) In addition to the information detailed in Appendix B of this Agreement, the Department shall disclose, upon request, the following information to City/Town:
 - (1) Department tax audits, including all information related to all Arizona municipalities included in the tax audit; and
 - (2) Other relevant information necessary for City/Town's tax administration and collection purposes, including all information necessary to verify that City/Town received all revenues collected by the Department on behalf of City/Town.

4.6 Storage and Destruction of Tax Information: All Tax Information provided by the Department to City/Town shall be managed, stored, protected, and destroyed in accordance with the Confidentiality Requirements (Appendix A).

4.7 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B of this Agreement and the JT-1, TPT-2, and TPT-EZ forms in Appendix C of this Agreement (also provided online at www.azdor.gov) meet the specificity requirements of City/Town. The data fields identified in Appendix B and the forms in Appendix C may be revised or replaced only by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.

4.8. Notwithstanding any provision to the contrary, nothing in this Section shall prevent the Department from complying with state information security requirements in the situation of a data breach or similar event.

5. Audit

The Department shall administer audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

5.1 Training: All auditors, desk reviewers, and supervisors shall be trained in accordance with the policies of the Department. Auditors and desk reviewers who have not completed the training may only work in conjunction with a trained auditor or supervisor and cannot be the only auditor or desk reviewer assigned to the audit or desk review. The Department shall do all the following:

- (a) Provide semi-annual audit and desk review training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to any cost for procuring the site and training materials;

- (b) Notify City/Town of any training sessions at least thirty (30) calendar days before the date of the training session;
- (c) Permit City/Town auditors, desk reviewers, and supervisors to attend any scheduled training as space permits at any designated training location;
- (d) Provide additional training, as needed, to inform auditors, desk reviewers, and supervisors regarding changes in State law, the Model City Tax Code, audit and desk review procedures, or Department policy.

5.2 Conflicts of Interest:

- (a) An auditor, desk reviewer, supervisor, or Independent Contractor trained and authorized to conduct an audit or desk review, in addition to the restrictions provided under A.R.S. Title 38, Chapter 3, Article 8, § 38-501 *et seq.*, shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by or in an Independent Contractor relationship with the Department or City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the Independent Contractor relationship with the Department or City/Town.
 - (4) Use information he/she acquires in the course of the official duties as an auditor, desk reviewer, supervisor, or Independent Contractor in a manner inconsistent with his/her official duties without prior written approval from the Department.
 - (5) For a period of one (1) calendar year after he/she ends employment by or an Independent Contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes a formal screen or ethical wall to prevent any sharing of information between the person and the remainder of the firm. Documentation of such formal screen or ethical wall shall be provided by the firm to the Department or City/Town upon request.
 - (6) Receive compensation from a source other than City/Town or pursuant to an agreement with City/Town for the performance of any work or transaction performed expressly on behalf of City/Town.

- (7) Make any representation of being an employee or contractor of City/Town or the Department in marketing and promotional materials soliciting work or transactions to be performed on behalf of a taxpayer or potential taxpayer.
- (b) In addition to any other remedies available to the Department and City/Town by statute and under the terms of this Agreement, the Department may revoke an individual's authority to audit or perform desk reviews on behalf of the Department or City/Town and prohibit the use of any auditor, desk reviewer, supervisor, or Independent Contractor who violates this provision.

5.3 Audits and Desk Reviews:

- (a) City/Town may request the Department conduct an audit or desk review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department and Arizona municipalities shall collaboratively establish and maintain minimum justification standards and procedures. City/Town shall adhere to when submitting an audit or desk review request.
- (b) City/Town may conduct an audit or desk review of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. Before commencing such desk review, City/Town shall submit the request using the Desk Review Approval Excel Sheet. The Department shall provide City/Town with a determination of approval or denial of the request within ten (10) calendar days of the notice from City/Town.
- (c) Except as permitted below, the Department shall conduct all audits and desk reviews of taxpayers having locations in two (2) or more Arizona municipalities. A City/Town auditor may participate in any audit or desk review City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department shall authorize such audits or desk reviews, to be overseen by the Department, unless there is already an audit or desk review of the taxpayer in process, scheduled, or planned, or the Department determines the audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects. The Department shall notify City/Town of its determination within ten (10) calendar days. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department approves the audit or desk review notice.

- (e) In the case of taxpayers doing business in more than one (1) Arizona municipality:
 - (1) City/Town may request the Department conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (2) City/Town may request authorization from the Department for City/Town to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form or the Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within ten (10) calendar days of receipt of the request.
- (f) The Department may deny, in writing, City/Town's request for the Department to conduct an audit or desk review within ten (10) calendar days of receiving the request for any of the following reasons:
 - (1) An audit or desk review is already in process or is scheduled or planned for the taxpayer within six (6) months of the request;
 - (2) The requested audit or desk review would interfere with strategic tax administration planning;
 - (3) The audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two (2) years;
 - (6) The Department lacks sufficient resources to conduct the audit or desk review;
 - (7) The scope or subject of the audit or desk review does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit or desk review for the reasons provided in (f)(6) or (f)(7), and the audit or desk review is not for a taxpayer that only has a business location in City/Town, then City/Town may request to conduct the audit or desk review itself under the

supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until City/Town receives written Department approval.

- (h) Any decision by the Department denying City/Town's request to conduct any audit or desk review may be referred to SMART in accordance with Section 15 of this Agreement.
- (i) All audits or desk reviews conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors and desk reviewers shall be trained in accordance with Section 5.1 of this Agreement.
- (j) The Department may appoint a Department manager to supervise any audit or desk review conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

5.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department shall notify City/Town of all refund requests that are reviewed and approved involving City/Town's Municipal Taxes within thirty (30) calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 5.3 of this Agreement.
- (c) The Department may assign a Department auditor to review requests for refunds. The Department shall notify City/Town of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town within thirty (30) calendar days of initiating the review and may request that City/Town assist with such reviews, with acceptance of such request at the discretion of City/Town. The Department may assign a refund request to a City/Town for review, with acceptance of such assignment at

the discretion of City/Town. The Department may only assign refund requests to City/Town if taxes paid to City/Town are included in the refund request.

- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed Municipal Tax refunds paid by the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

5.5 Protests: Taxpayer protests of audit assessments, desk review assessments, and refund denials shall be directed to the Department. Protests of audit assessments, desk review assessments, and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any protests within thirty (30) calendar days of receipt of the protest.

5.6 Status Reports: The Department shall keep all Arizona municipalities apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting City Services at citiesunit@azdor.gov.

6. Voluntary Disclosure Agreements

The Department may enter into a Voluntary Disclosure Agreement with a taxpayer. A Voluntary Disclosure Agreement may limit the years subject to audit and waive penalties. If the taxpayer discloses to the Department that it owes Municipal Taxes to City/Town, the Department shall notify City/Town of the Department's intent to enter into a Voluntary Disclosure Agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of the identity being disclosed to Department. City/Town may subsequently request an audit of a taxpayer subject to a Voluntary Disclosure Agreement pursuant to Section 5.3 of this Agreement.

7. License Compliance

7.1 License Issuance and Renewal: The Department shall issue new municipal privilege tax licenses and shall annually renew such licenses for City/Town Municipal Tax. The Department shall provide City/Town with information about all persons obtaining and renewing municipal privilege tax licenses as set forth in Appendix B of this Agreement.

7.2 License Checks: The Department and City/Town shall coordinate efforts to conduct mutual tax license compliance checks through canvassing and other compliance methods.

7.3 Confidentiality: Any tax license information City/Town obtains from the Department is confidential and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by City/Town ordinance or policy.

7.4 Changes to License Fees: Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of an ordinance approved by voters in an election) creating or modifying a municipal privilege tax license fee, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to City Services at citiesunit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified tax license fee any sooner than sixty (60) calendar days after the date the Department received the ordinance from City/Town.

8. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

9. Responsibility for Representation in Litigation

9.1 Administrative Proceedings: Pursuant to A.R.S. § 42-6002, the Department shall coordinate the litigation and defense of assessments and refund denials in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit, desk review, or refund review in accordance with the Standard Audit Life Cycle Process Map. The Department shall diligently defend the interests of City/Town and City/Town shall assist the Department in such representation as requested by either party.

9.2 Further Appeals: The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court, and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.

9.3 Mutual Cooperation: The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, desk reviewers, supervisors, and other necessary employees are available to assist the Department and the Attorney General through informal interviews, providing documents and records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.

9.4 Administrative Decisions: The Department shall provide a copy of all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department, to City/Town within ten (10) business days after issuance of the decision if City/Town requests to be

included on a distribution list created by the Department for the purposes of disseminating such decisions. City/Town may request to be on the distribution list by contacting City Services at citiesunit@azdor.gov. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

10. Collection of Municipal Taxes

10.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes are required to pay such taxes to the Department utilizing a form prescribed by the Department.

10.2 Delinquent Tax Collections: Pursuant to A.R.S. § 42-6001, the Department shall collect any delinquent Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. In the event this Agreement is terminated, the Department shall continue to collect delinquent Municipal Taxes recorded on the Department's accounting system on behalf of City/Town and distribute any such amounts collected to City/Town.

10.3 City/Town Assistance in Delinquent Tax Collections: To expand the Department's State Tax and Municipal Tax collection efforts by leveraging City/Town resources, City/Town may choose to provide collection efforts by deploying City/Town collectors to work in conjunction with the Department on the following terms:

- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 5.1 of this Agreement.
- (b) **Conflict of Interest:** A collector trained and authorized under this provision to perform collections activity shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one (1) calendar year after he/she ends employment with City/Town.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (5) For a period of one (1) calendar year after he/she ends employment with City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.
 - (c) **Revocation:** The Department may revoke the authorization of City/Town or of any individual City/Town employee to collect obligations under this Section. A revocation determination may be subject to review by SMART upon request by the individual or City/Town.
- 10.4 State of Arizona Liquor License Affidavit:** City/Town may request that the Department issue a liquor license affidavit. The Department shall respond to the request via secured e-mail to indicate the status of completion of the request with a note stating complete, in-process, or unable to complete.
- 10.5 Uncollectible/Discretionary Write-offs:** The Department shall share the annual list of uncollectible/discretionary write-offs of City/Town's Municipal Taxes prior to the write-off event at the end of the fiscal year. City/Town shall have forty-five (45) calendar days to submit feedback.
- 10.6 Remittance:** All amounts collected by the Department for City/Town's Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by Noon on the Monday after the end of the week in which the collections were received by the Department. If the Monday falls on a holiday, payment will be initiated by Noon on the Tuesday after the end of the week in which the collections were received by the Department. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 10.7 Abatement:** Pursuant to A.R.S. § 42-1004, the Department, with the approval of the Attorney General, may abate tax under certain circumstances including Municipal Taxes. During the ordinary course of business, the Department may determine that certain taxpayer accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating Municipal Taxes or closing accounts with Municipal Taxes due. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.
- 10.8 Funds Owed to City/Town:** At all times and under all circumstances, payments remitted by a taxpayer to the Department for City/Town Municipal Taxes shall be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10.9 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected Arizona municipalities shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10.10 Collection Reports: The Department shall keep all Arizona municipalities apprised of the status of every open case in a collection status involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting Cities Collections at citiescollection@azdor.gov.

11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing the official responses to taxpayer ruling requests and requests for interpretation of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. § 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on Arizona municipalities and interpretation of Model City Tax Code. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. This Section is not intended to affect procedures for appeals and litigation as outlined in Section 5.5 and Section 9 of this Agreement.

12. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

13. Inter-Jurisdictional Transfers (“IJTs”)

The Department shall administer Inter-Jurisdictional Transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map. The affected Arizona municipalities shall agree on any amounts to be transferred before notifying the Department of such amounts to be transferred under this Section.

14. Education and Outreach Efforts

To further its focus on serving taxpayers and its commitment to funding Arizona’s future through enhanced customer service, continuous improvement, and innovation, the Department is expanding its outreach and education program to connect with all citizens of Arizona by strategically working with taxpayer and industry groups, tax practitioners, and Arizona’s municipalities to ensure consistent tax education is widely available.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers. Education and outreach programs and content shall be consistent with applicable law and the Department's written guidance.

Increased education and outreach efforts undertaken by the Department and Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasize an ongoing two-way exchange of information, enhance communication on issues of common interest, and promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement an Ambassador Program, whereby the Department provides curriculum, structure, and support for education related to tax administration and compliance. City/Town shall be provided a standard work process when participating in Department-led educational events.

15. State & Municipal Audit Resolution Team ("SMART")

15.1 Members: The SMART committee shall consist of four (4) primary (voting) members representing municipal taxing jurisdictions and four (4) primary (voting) members representing the Department. There shall also be two (2) alternate members representing each party, who are non-voting representatives unless required to vote due to the absence, recusal, or disqualification of a primary (voting) member. All primary and alternate members are required to attend all meetings unless excused.

15.2 Selection: The Director of the Department shall appoint Department employees to serve as primary and alternate members representing the Department. Arizona municipalities shall collectively appoint municipal employees to serve as primary and alternate members representing the Arizona municipalities. The members representing either party may be changed at any time following the standard work process agreed upon by both parties.

15.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented.

15.4 Issues: The Department or City/Town may refer issues to SMART for resolution including but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;

- (e) Suspension of disclosure of Tax Information to City/Town;
- (f) Disagreements regarding proposed changes to the process maps defined in Sections 1.19, 1.20, and 1.21 of this Agreement;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties, subject to the limitations described in Section 29 of this Agreement.

15.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five (5) members of SMART, the Director shall accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five (5) members of the group, the Director or Director's designee may act as they deem to be in the best interests of all parties. Notwithstanding the above, upon request by City/Town, the Director shall submit their decision to the Attorney General's Office for review.

15.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

15.7 Procedures: SMART shall develop procedures concerning the operation of the committee consistent with this Agreement.

16. Funding of Additional Auditors by City/Town

16.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the Parties' intention that any City/Town funding provided pursuant to this Section shall be used to increase the resources and capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

16.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

16.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other Arizona municipalities to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

- 16.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

17. Satellite Offices for Department Auditors

- 17.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one (1) or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this Section shall require the Department to make use of such facilities provided by City/Town.
- 17.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 17.3 Termination:** Once a satellite office is established, City/Town shall provide at least one hundred eighty (180) calendar days' written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 17.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.
- 17.5 Workers' Compensation for Satellite Offices and Certain Site Visits:** If employees of City/Town or Department are working at the facility of the other public agency pursuant to this Agreement, it is agreed that:
- (a) Each employee will be deemed an employee of both public agencies for the purposes of A.R.S. § 23-1022(D) and Arizona workers' compensation laws.
 - (b) Each employee's primary employer (*i.e.*, the State of Arizona for a Department employee, and City/Town for a City/Town employee or Independent Contractor) shall be solely liable for the payment of workers' compensation benefits.
 - (c) Each public agency for which employees of City/Town or Department are working at the facility of the other public agency under this Agreement shall post a notice complying with A.R.S. § 23-1022(E).
 - (d) In all circumstances other than as provided in the foregoing, nothing in this Agreement shall be construed to result in any person being the officer,

agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

18. Non-availability of Funds

Every payment obligation of the Department and City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or municipal privilege tax license fees of City/Town. If funds are not appropriated, allocated, and available, or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State or City/Town, as applicable, in the event this provision is exercised and the State or City/Town, as applicable, shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

19. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

20. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

21. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

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- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to City Services at citiesunit@azdor.gov.

22. Non-discrimination

ADOR and City/Town shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. ADOR and City/Town also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990. ADOR and the City/Town shall also comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

23. Compliance with Immigration Laws and A.R.S. § 41-4401

23.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214 which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”

23.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

23.3 The Department and City/Town retain the legal right to confirm the authorized presence and work authorization of any employee who works under this Agreement to ensure the Department and City/Town are complying with the applicable Federal immigration laws and regulations, and State statutes as set forth above.

24. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years

(a) after termination of this Agreement, and

(b) following each annual renewal thereof.

All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. § 35-214 and A.R.S. § 35-215.

25. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this

Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of this Agreement.

26. Mutual Cooperation

In the event of a disagreement between the parties regarding the terms, provisions, and requirements of this Agreement, or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate to resolve the said disagreement or deal with the said circumstance.

27. Arbitration

To the extent required by A.R.S. § 12-1518 and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 19 of this Agreement is not considered to be a dispute arising out of this Agreement.

28. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his/her designee and the Mayor of City/Town, his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter to act on behalf of City/Town.

29. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

30. Duration

30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 of this Agreement and continue in force through December 31st of the following calendar year unless canceled or terminated as provided herein. The term of this Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein.

30.2 Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 30.9 of this Agreement shall thereafter be executed by the parties hereto by a separate signed amendment and incorporated herein to be effective during the term of this Agreement and any extensions.

30.3 This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect.

- 30.4** This Agreement shall expire on December 31st of any year the Department is subject to sunset review by the legislature. Upon expiration, cancellation, or termination, any subsequent Agreement must be ratified through signature by both parties.
- 30.5** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty (30) calendar days' notice to the other party. The termination shall become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 30.6** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this Agreement upon such terms and at such time as is mutually agreeable to them.
- 30.7** Any notice of termination shall be mailed and served on the other party in accordance with Section 21 of this Agreement.
- 30.8** In the event of a partial or complete termination of this Agreement, if the parties have shared or exchanged property the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.
- 30.9** During the term of this Agreement, the terms and conditions of this Agreement shall undergo an annual review to be initiated no later than June 1st of each year. The review shall be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

31. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

32. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments, and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

33. Signature Authority

33.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

33.2 This Agreement may be executed in counterpart.

For the Department:

For City/Town:

Signature			Date			Signature			Date		
Robert Woods, Director											
Typed Name and Title						Typed Name and Title					
Arizona Department of Revenue											
Entity Name						Entity Name					
1600 W. Monroe St.											
Address						Address					
Phoenix		Arizona		85007							
City		State		Zip		City		State		Zip	
RESERVED FOR THE ATTORNEY GENERAL:						RESERVED FOR CITY/TOWN ATTORNEY:					
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. KRIS MAYES The Attorney General BY: _____ Signature Assistant Attorney General Date: _____						This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City/Town Attorney who has determined, on behalf of the City/Town only, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/Town. APPROVED AS TO FORM AND AUTHORITY: BY: _____ CITY/TOWN ATTORNEY Date: _____					

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 “Confidential Information” is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. §§ 42-2001 through 42-2004.
- 1.2 “Tax Information” as defined in this Agreement is Confidential Information.
- 1.3 **Disclosure of aggregated financial information.** Under no circumstance shall aggregated financial information related to transaction privilege taxes allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.
 - (a) Except as provided in Section 1.3(b) of this Appendix, City/Town will disclose aggregated financial information in accordance with the Department’s standard:
 - (1) City/Town shall only disclose aggregated financial information from not less than ten (10) taxpayers within the political boundaries of City/Town.
 - (2) No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group. For example, if one of the taxpayers in the data set represents 90% or more of the data point, then that data point must not be disclosed, regardless of the number of taxpayers.
 - (b) City/Town may disclose its aggregated financial information from less than ten (10) taxpayers provided City/Town first determines the aggregated data could not potentially reveal the financial information of an individual taxpayer. Such a determination shall take all the following into consideration:
 - (1) *Ownership.* All taxpayers with common ownership entities shall be considered a single taxpayer for aggregation purposes; and
 - (2) *Proportionality.* No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group; and

- (3) Any other factor that might allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where City/Town receives, processes, and stores Tax Information and create a plan to adequately secure those areas.
- 2.2 Tax Information must be protected during transmission, storage, use, and destruction. City/Town must have written policies, standards, and procedures to document how it protects its information systems, including Tax Information so that it conforms to the State of Arizona statutes A.R.S. §§ 42-2001 through 42-2004 and policies, standards, and procedures found on the Arizona Strategic Enterprise Technology (“ASET”) website at aset.az.gov/resources/policies-standards-and-procedures or ASET’s successor agency or website and Arizona Department of Homeland Security’s website at <https://azdohs.gov/information-security-policies-standards-and-procedures>.
- 2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing through Tax Information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Tax Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Tax Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Tax Information from an alternative work site must enter into a signed agreement that specifies how the Tax Information will be protected while at that site. Only trusted employees shall be permitted to access Tax Information from alternative sites. Tax Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Tax Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Tax Information.
- 2.7 When transporting confidential materials, the materials should be covered so that others cannot see the Tax Information. When sending Tax Information by fax, a cover sheet should always be used.
- 2.8 Any person with unsupervised access to Tax Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such information and annually thereafter. They must sign

certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification and submit a copy of the certification to the Department.

3. Disclosure of Information

- 3.1 Tax Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Tax Information is protected by statute and, therefore, shall not be disclosed in response to a public records request except as authorized by law. A state agency, including political subdivisions (City/Town), may deny inspection of public records if the records are deemed confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Tax Information may be disclosed by completing an [Arizona Department of Revenue Form 285](#) or [Form 285B](#), or such other form that contains the authorizing information included in those forms. City/Town may contact the Department's Disclosure Officer at DisclosureOfficer@azdor.gov if there are any questions concerning this requirement.

4. Retention and Disposal of Information

- 4.1 All records received from the Department must be kept for the duration of the records retention period as listed in the official records retention schedules approved by the Secretary of State Library Archives and Public Records Division ("LAPR") published on the LAPR website.
 - (a) The Department's custom records retention schedule is published on the LAPR website at apps.azlibrary.gov/records/schedules.aspx.
 - (b) In the event of a legal hold (such as a litigation hold or investigative hold), Department and/or City/Town may be required to retain records beyond the retention period.
- 4.2 The Department and City/Town shall follow the legal requirements for reporting the disposition and destruction of records to the Arizona State Library Archives, & Public Records Division under A.R.S. § 41-151.19. Certificate of Records Destruction Forms are found at: azlibrary.gov/arm/forms.
- 4.3 All removable media containing Tax Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.
- 4.4 Tax Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Tax Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Tax Information may be performed by a third-party vendor.

City/Town must take appropriate actions to protect the Tax Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

- 4.5 Computer system components and devices, such as copiers and scanners, which have been used to store or process Tax Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Tax Information can be restored or recovered.

5. Information Security

- 5.1 Systems containing Tax Information must be protected in accordance with the State of Arizona Policies, Standards, and Procedures that govern State data found at <https://azdohs.gov/information-security-policies-standards-and-procedures>, particularly Policies and Standards 8000-8410 and the Arizona NIST Security Baseline Controls.
- 5.2 City/Town is responsible for creating architectural diagrams of any systems connecting to the Department's systems and depicting the flow of State Tax Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.
- 5.3 Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of Tax Information, data loss, breach, or other security concern regarding Tax Information by reporting the incident to the Department's: 1) City Services Manager by email at citiesunit@azdor.gov, 2) Disclosure Officer by email at DisclosureOfficer@azdor.gov, and 3) Chief Information Security Officer's Information Security Team by email at InfoSec@azdor.gov.
- 5.4 The Department may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store, or transmit any Department data at any time to ensure that Department information is adequately protected. City/Town shall provide audit records and evidence of system and application hardening to the department's information security team upon request. Hardening evidence can include, but is not limited to: RiskSense, CIS benchmarks, SCSEMs, STIGs, or other security best practices. If City/Town hires a third-party for any system or information support, all security provisions apply.

6. Wireless Access (if accessing State Confidential Information from a wireless network)

City/Town must:

- 6.1 Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- 6.2 Authorize wireless access to the information system prior to allowing such connections.

- 6.3 Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

APPENDIX B

REQUIRED REPORTS AND DATA FIELDS

At a minimum, the Department of Revenue shall provide the following reports which display all of fields identified below, per report:

NEW LICENSE REPORT and LICENSE UPDATE REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date

- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts
- Collections

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date

- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

APPENDIX C

REQUIRED FORMS

1. **JT-1 Joint Tax Application for a TPT License**

[ADOR Form 10196](#)

2. **TPT-2 Transaction Privilege, Use and Severance Tax Return (filing periods beginning on or AFTER June 1, 2016)**

[ADOR Form 11249](#)

3. **TPT-EZ Transaction Privilege, Use and Severance Tax Return**

[ADOR Form 11263](#)

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Cancellation of Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements at Show Low Regional Airport with Big Dog Development, LLC, Dated June 20, 2023, and Approval of new Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements at the Show Low Regional Airport with Big Dog Development, LLC. (Anna Atencio, Bill Kopp)

RECOMMENDATION

I **MOVE** to rescind the Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements with Big Dog Development dated June 20, 2023, and approve the new Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements at the Show Low Regional Airport with Big Dog Development, LLC, and authorize the Mayor to sign all documents on behalf of the City for the lease of the property.

BACKGROUND

The City entered into ten ground leases with Big Dog Development, LLC at the Show Low Regional Airport. Big Dog Development, LLC agreed to pay for the infrastructure costs to include grading, paving of taxi lanes, installation of utilities, and other improvements in order to construct hangars on these leases. An agreement is needed to establish the procedures for reimbursement between the City and Big Dog. The City will inspect the work and approve any payment requests by the contractor. The City will pay the requests, and Big Dog will reimburse the City within 15 days. At the conclusion of the project, the City will remit any lease payments received to reimburse Big Dog for the improvements until paid in full. The lease payments are subject to an annual Consumer Price Index (CPI) increase. It is anticipated that it will take about 14-15 years to repay Big Dog for the improvements based on the current lease rate with a 2.5% annual CPI. This could vary if the CPI increases or decreases.

On June 20, 2023, the Council approved the Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements with Big Dog Development. That Agreement was based on an Agreement with Mid-State Asphalt for the Show Low Airport Infrastructure Improvements project in an amount not to exceed \$496,128.15.

In July 2023, Mid-State Asphalt notified the City that they were unable to complete the Agreement for the Show Low Airport Infrastructure Improvements. On August 1, 2023, the Council rescinded the Agreement with Mid-State Asphalt. The Show Low Airport Infrastructure Improvements project was rebid, and the Council awarded the contract to Show Low Construction on October 17, 2023.

Staff is requesting to rescind the Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements with Big Dog Development dated June 20, 2023, and approve the new reimbursement agreement based on the rebid and award to Show Low

Construction in an amount not to exceed \$590,792.51.

ATTACHMENTS

1. Agreement - Big Dog Reimbursement

FISCAL IMPACT

N/A

**AGREEMENT TO
REIMBURSE COSTS ASSOCIATED WITH
AIRPORT HANGAR INFRASTRUCTURE IMPROVEMENTS**

THIS AGREEMENT IS MADE ON THE ____ DAY OF NOVEMBER , 2023, between the City of Show Low, a Municipal Corporation of the State of Arizona (“City”) and Big Dog Development (“Developer”).

WHEREAS, on October 17, 2023 the City entered into an Agreement with the Show Low Construction, Project No. A-1723 2.1, for infrastructure improvements to the Show Low Regional Airport to accommodate 10 additional hangar spaces to be constructed at the airport.

WHEREAS, the Show Low Airport infrastructure improvements includes grading and paving taxi lanes, water, sewer, a sewer lift station and electric services at a stipulated amount, not to exceed \$590,792.51.

WHEREAS, City and Developer agree that the infrastructure construction costs associated with the Agreement between the City and Show Low Construction, Project No. A-1723 2.1, will be initially paid by the City consistent with the payment terms of the Agreement with Show Low Construction and reimbursed by the Developer.

WHEREAS, payment terms between City and Show Low Construction, include incremental progress payments on the basis of the contractor’s Applications for Payment as recommended by the City Engineer. All progress payments will be on the basis of the progress of the work measured by actual percentage of work accomplished or, by the schedule of values established in the General Conditions of Uniform Standard Specifications and Details for Public Works Construction (Maricopa Association of Governments), or in the event of no schedule values, as provided in the General Requirements.

WHEREAS, Developer will reimburse the City on the same progress payment schedule and amounts as is with the City and Show Low Construction. The City will provide Developer with documentation of work accomplished and payment made by the City. The Developer shall reimburse the same incremental progress payments made by the City, within fifteen (15) days of written notice mailed by the City.

WHEREAS, the Developer shall be credited the ground lease payments made to the City for 10 hangar spaces to reimburse Developer for amounts paid by Developer for this project in an amount not to exceed \$590,792.51.

NOW, THEREFORE, in consideration of the mutual promises expressed in this Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements, the parties agree as follows:

The Show Low Airport infrastructure improvements as set forth in the Agreement between the City and Show Low Construction, Project No. A-1723 2.1, will allow for construction of additional hangars to accommodate demand for said hangars. Pursuant to the Agreement between the City and Show Low Construction, the City will pay the progress payments per the payment terms. Upon notice, the Developer shall reimburse the City the same progress payments made by the City within fifteen (15) days. The Developer shall be credited the ground lease payments made to the City for the 10 hangar spaces to reimburse Developer for amounts paid by Developer for this project in an amount not to exceed \$590,792.51.

APPROVED:

CITY OF SHOW LOW

John Leech, Jr., Mayor

Date

ATTESTED:

Rachael Hall, City Clerk

Date

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

BIG DOG DEVELOPMENT, LLC:

David Laroy Hansen, Member

William Edgar Powell, Member

STATE OF ARIZONA)
)ss.
COUNTY OF NAVAJO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by David Laroy Hansen, Member of Big Dog Development, LLC.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
)ss.
COUNTY OF NAVAJO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by William Edgar Powell, Member of Big Dog Development, LLC.

Notary Public

My Commission Expires:

MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, OCTOBER 17, 2023, AT 7:00 PM IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA

1. Call to Order.

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

2. Roll Call.

COUNCIL MEMBERS PRESENT: Mayor Leech, Vice Mayor Kakavas, Councilman Adams, Councilman Allsop, Councilman Clark, Councilman Hatch, Councilman Judd

COUNCIL MEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Brad Provost, Police Chief; Greg Westover, Police Commander; Justen Tregaskes, Planning and Zoning Director; Bill Kopp, Public Works Director; Rick Austin, Operations Manager; Jacob Allen, Airport Manager; Chris Tewalt, Information Technology Manager; Kathy Clements, Assistant City Clerk; and Rachael Hall, City Clerk.

GUESTS: John Hannah, Steve Heckathorne, Doug Roberts, Steven Williams, Rick Goodman, and others.

3. Invocation.

Councilman Judd gave the invocation.

4. Pledge of Allegiance.

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

5. **CALL TO THE PUBLIC:**

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

Doug Roberts thanked the City for supporting the Annual Run to the Pines Car Show and the Cavalcade of Cars. He said Public Works and Show Low Police did an exceptional job.

6. **SPECIAL EVENTS:**

A. Presentation of Snow Management Plan (Rick Austin)

Mr. Austin presented the 2023-24 snow management plan. Mr. Austin said the City was divided into 14 snowplow routes for which 28 operators were responsible. The main equipment used for snow removal included four ten-wheel trucks, two six-wheel trucks, three loaders with plows, and several pickup trucks.

Mr. Austin said in conjunction with the street's operations, the parks and facilities maintenance team would begin cleaning sidewalks and parking lots at all City-owned buildings, including the bus barn, aquatic center, senior center, police department, City Hall, library, museum, cemetery, parks, park trails, City Campus, and the streetscape on the Deuce of Clubs. The main equipment used to clean these parking lots and sidewalks were four pickup trucks, two side-by-sides with plows, two tractors equipped with front loaders, and several snow shovels.

Mr. Austin said during a snow event, he and Ryan Hall, Streets Supervisor, and Mike Mariscal, Parks Facilities Supervisor, would assess the need for any equipment and personnel to be deployed for snow removal or deicing operations.

Mr. Austin said snow removal was classified into four levels of response. Level 1 was a half-inch to two inches of snow, level 2 was two to three inches of snow, and level 3 was three or more inches of snow. Snow operations would continue until all streets were open and passable. Level 4 was reserved for a severe event that included hauling off snow to a predesignated area.

Mr. Austin said Mr. Hall and Jeremiah Johnson, the Water Supervisor, were responsible for coordinating removal operations. Mr. Hall supervised shift A, and Mr. Johnson supervised shift B.

Mr. Austin said one function of the snow plan was removing snow berms for the elderly and disabled citizens of Show Low. A resident could complete a snow berm removal application and submit it to the City along with a doctor's statement that the applicant was physically unable to remove snow. The City would then return to the approved locations for snow berm removal. Citizens could contact City Hall or the public works department for a snow berm removal application or visit the City's website.

Mr. Austin said during snow events, airport staff would perform braking action tests to determine whether to remove snow or leave it in place to yield the best braking action.

Mr. Austin said the City's policy allowed residents to place their mailboxes in the City's right-of-way with proper permitting and by following specific directions regarding what type of mailbox could be installed. If snowplows damaged a mailbox, the resident had the option to make a claim, have the City replace it, or repair it themselves and submit receipts to the City. Staff would verify whether the damage was due to plow operations. If the City was

responsible, the resident could obtain reimbursement of up to \$125.00 or the value of the box.

Mayor Leech thanked the Public Works crews for the excellent job they did to keep the roads cleared while the rest of us were snug in bed.

Councilman Clark expressed his appreciation for the great work the road crews and water and sewer teams do for the City.

7. **CONSENT CALENDAR:**

- A. Proclamation by the Mayor Proclaiming November 12 through 18, 2023, as **COMMUNITY FAST OF COMPASSION FOR THOSE IN NEED WEEK** in the City of Show Low (Rachael Hall)
- B. Proclamation by the Mayor Proclaiming October 15 through 21, 2023, as **ARIZONA CITIES AND TOWNS WEEK** in the City of Show Low (Rachael Hall)
- C. Consideration of Noncommercial Ground Lease with Desert Fish Aviation, LLC and Termination of Second Addendum to Noncommercial Ground Lease, for 3360 Corporate Way, Unit B with Roger Kevin Carson (Jacob Allen)
- D. Consideration of Purchase of Barracuda Web and Email Filter Systems (Chris Tewalt)
- E. Consideration of Authorization to Purchase Caterpillar 926 Loader and Snowplow Attachment (Rick Austin)
- F. Consideration of Acceptance of Show Low Public Restroom Americans with Disabilities Act Upgrades, City of Show Low Project No. FM-1922B (Bill Kopp)
- G. Consideration of Minutes of Show Low City Council meetings:
 - 1. Retreat of October 19, 2022.
 - 2. Regular Meeting of September 19, 2023.

COUNCILMAN CLARK MOVED TO APPROVE THE CONSENT CALENDAR AS PRESENTED; SECONDED BY VICE MAYOR KAKAVAS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN ALLSOP, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD VOTING IN FAVOR.

Ms. Hall read the Community Fast proclamation aloud, and Mayor Leech presented it to Steve Williams.

Pastor Stephen Heckathorne thanked the City for their continued participation in the Community Fast.

Chairman Williams introduced the members of the Community Fast Committee and said this was the eleventh annual Community Fast. In the ten years since its inception, more than \$270,000 was raised, with every penny given to local organizations that were able to identify people needing help over the holidays. The funds raised stayed in the community. Many community members, churches, businesses, and schools participate in the fast. He said one of the highlights that he hoped the Council members and citizens could come to was the community celebration on Sunday, November 19, at 5:00 p.m. He thanked the City Council for their support of the Community Fast.

Pastor Tom Brown said the Community Fast builds a connection in the community, and anyone could participate. There were a tremendous number of people who were helped with the funds raised through the fast. He said he was grateful for the City and Council support.

Chairman Williams said people could learn more about the Community Fast by going to communityfast.org.

A short video clip of the services provided by cities and towns in Arizona was shown.

8. **NEW BUSINESS:**

- A. Consideration of Award of Contract for Professional and Contracting Services to Facilitate Bioremediation of Soil and Groundwater at Former Woody's Fuel Storage Facility (Justin Johnson)

Mr. Johnson said the former Woody's fuel storage facility located at 180 North 11th Street received several site investigations over the years to define the extent and magnitude of impacts from petroleum releases into the soil and groundwater. Upon acquiring the property, the City developed a site cleanup plan. On November 2, 2021, the Council approved Resolution 2021-32 authorizing the City to submit the Cleanup Plan and grant application to the Environmental Protection Agency (EPA). On September 7, 2022, Show Low entered into a Brownfields Cooperative Cleanup Grant Agreement with the EPA in the amount of \$409,000.00 with a cost share of \$81,800.00 for a total project cost of \$490,800.00.

Mr. Johnson said on September 14, 2022, the City entered into a Professional Services Agreement with Terracon Consultants in the amount of \$35,000.00 to implement the initial tasks of the EPA Agreement, which included project planning and community outreach services. The final task (Task 3) outlined in the attached Terracon proposal was for on-site remediation using bioaugmentation injections and monitor wells to measure the effectiveness of the bioremediation process scheduled to begin January 2024. Site work was based on a two-week field duration with quarterly groundwater monitoring and confirmatory soil samples conducted through March 2025.

Mr. Johnson said staff recommended approving Terracon Consultants'

proposal and Professional Services Agreement for Task 3 of the Woody's project cleanup oversight at 180 North 11th Street in an amount not to exceed \$409,000.00.

Mayor Leech asked how the bioremediation process was done. Mr. Johnson said, based on testing already completed, certain areas on the site had been identified where the bioremediation material would be injected into the ground.

Mr. Kopp said a special bacteria was injected into the soil and groundwater and digested the oil product left in the ground.

VICE MAYOR KAKAVAS MOVED TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS FOR REMEDIATION OF THE WOODY'S FUEL STORAGE SITE IN AN AMOUNT NOT TO EXCEED \$409,000.00; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN ALLSOP, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD VOTING IN FAVOR.

- B. Consideration of Acceptance of Grant Funds from Arizona Department of Emergency and Military Affairs, Authorization of Associated Budget Transfers, and Hiring a Police Analyst (Brad Provost)

Chief Provost said on July 3, 2023, the Arizona Department of Emergency and Military Affairs awarded a grant to the Show Low Police Department for \$584,722.20. The grant covered the associated costs of leasing ten Flock Safety cameras and hiring a police analyst responsible for deciphering large sets of data from the cameras to better assist in law enforcement deployments and identifying individuals who may commit or become a victim of a crime. The cameras would help tie together other license plate reader technologies in our state and provide data to other law enforcement agencies combating drug trafficking.

Chief Provost said this grant had no match requirement.

Chief Provost said a quote for \$145,000.00 had been received from Flock Safety for installing and leasing ten license plate reader cameras for five years. It also included a five-year subscription to the advanced search option.

Chief Provost said the remaining \$439,722.20 would be used to fund the salary and fringe benefits of the police analyst for five years. The cost of hiring a Police Analyst was approximately \$79,400.00 per year.

Chief Provost said staff recommended accepting the grant award from the Arizona Department of Emergency and Military Affairs in the amount of \$584,722.20, authorizing the associated budget transfers, and hiring a Police Analyst.

Councilman Clark thanked Chief Provost, Shannon Adams and other staff for the work put into getting these grant funds and the many other grant awards the City had received.

Councilman Allsop also commended the staff for their efforts in obtaining grant funds.

Chief Provost said many individuals worked very hard to go after these different grant funds and had done a fantastic job.

COUNCILMAN ALLSOP MOVED TO ACCEPT GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS IN THE AMOUNT OF \$584,722.20, AUTHORIZE THE ASSOCIATED BUDGET TRANSFERS, AND HIRE A POLICE ANALYST; SECONDED BY COUNCILMAN CLARK; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN ALLSOP, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD VOTING IN FAVOR.

- C. *Consideration of Award of Construction Contract for Airport Hangar Infrastructure Improvements City of Show Low Project No. A-1723 2.1 (Bill Kopp)

Mr. Kopp said the City of Show Low solicited bids for infrastructure improvements at the south hangar area at the Show Low Regional Airport. The purpose of the project was to expand this area to accommodate the demand for additional hangars at the Show Low Regional Airport. The infrastructure would serve ten new hangars ranging from 60 by 65 feet to 75 by 65 feet. The improvements included grading and paving for taxi lanes, water, sewer, and electric services, and a sewer lift station. Big Dog Development, Inc. would pay the upfront construction cost in exchange for ground lease credits.

Mr. Kopp said the City of Show Low Engineering Department designed the project. The engineer's estimate was \$660,000.00 and was publicly bid according to statutory requirements. Six bids were received with the following results:

<u>Contractor</u>	<u>Total Bid</u>
Show Low Construction	\$590,792.51
Apache Underground	\$592,086.00
Conco Concrete Specialist	\$640,014.00
Western Grade LLC	\$697,503.45
W W Clyde & Co.	\$975,785.00
Standard Construction	\$954,930.00

Mr. Kopp said staff recommended awarding the contract for the Airport Hangar Infrastructure Improvements, City of Show Low Project No. A-1723 2.1. to Show Low Construction in an amount not to exceed \$590,792.51.

Councilman Clark asked if the City had worked with Show Low Construction on other projects and was happy with their work. Mr. Kopp said yes, the City had worked with Show Low Construction on other projects.

COUNCILMAN CLARK MOVED TO AWARD THE BID FOR THE AIRPORT HANGAR

INFRASTRUCTURE IMPROVEMENTS, CITY OF SHOW LOW PROJECT NO. A-1723 2.1 TO SHOW LOW CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$590,792.51; SECONDED BY MAYOR LEECH; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN ALLSOP, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD VOTING IN FAVOR.

- D. *Consideration of Amendments to Conditional Use Permit Submitted by Compassionate Care of Arizona, Inc. (Justen Tregaskes)

Mr. Tregaskes said at its regular meeting on June 4, 2013, the Show Low City Council approved Conditional Use Permit (CUP) 602-04-156, submitted on behalf of Green Hills Patient Center, Inc., to allow the sale of medical marijuana at 3191 South White Mountain Road. The Council included 17 conditions as part of the approval, including the stipulation that hours of operation would be limited to six days a week from 9:00 a.m. to 6:00 p.m. This condition was reviewed by the Council at Green Hills' request on June 20, 2017, in an effort to extend the hours of operation to 9:00 a.m. to 8:00 p.m. during the summer months, from Memorial Day to Labor Day. At that meeting, the Council unanimously voted to retain the hours of operation from 9:00 a.m. to 6:00 p.m. as previously approved. Today, Green Hills Patient Center was no longer operating within the City.

Mr. Tregaskes said on December 14, 2021, the Planning and Zoning Commission approved Conditional Use Permit 602-04-240, which allowed for a marijuana dispensary operated by Compassionate Care of AZ, Inc. at 1350 North Penrod Road. Included in this approval was condition 15, which stated, "The hours of operation are limited to six days a week from 9:00 a.m. to 6:00 p.m." As part of the record, the Green Hills representative stated they would be closed on Sundays. This condition was recommended by staff and approved by the Commission in an effort to be consistent with conditions previously approved by the Council related to hours of operation for Green Hills Patient Center, Inc. Compassionate Care submitted a request to amend condition 15 to allow extended hours of operation, "from 9:00 a.m. to 8:00 p.m., Monday through Saturday." All other conditions of approval would remain unchanged.

Mr. Tregaskes said after reviewing this request, the Council could approve or deny the application to extend the hours of operation. Staff and representatives of the applicant were available for questions.

Councilman Clark asked if the Council denied the request for extended hours if the existing conditions remained the same. Mr. Tregaskes said if the Council chose to deny the request to extend the hours, the hours previously approved, which were 9:00 a.m. to 6:00 p.m. Monday through Saturday, would remain in effect. He said that if the Council were to deny the request, staff recommended that the reason for the denial be stated and should be made part of the record.

Mayor Leech asked Ms. Atencio to provide more details about what information was needed if the Council were to deny the request for extended

hours. Ms. Atencio said the Council needed to state their concern and how it connected to the condition.

Councilman Allsop asked if a precedent was set regarding hours of operation for this type of business when the Council originally voted on the conditional use permit for Green Hills, even though Green Hills was no longer in business. Ms. Atencio said that Compassionate Care of Arizona was before the Council, asking for reconsideration of the Council's previous decision. Therefore, the council needed to make a determination on the request, and that precedent alone was not sufficient for denial.

Mr. Brown asked Mr. Tregaskes to explain to the Council how the hours for Green Hills were initially determined. Mr. Tregaskes said when Green Hills applied for a conditional use permit, it went before the Planning and Zoning Commission. The representative of Green Hills stipulated that they would be willing to be open seven days a week, from 9:00 a.m. to 6:00 p.m., which was approved. Two separate property owners appealed that conditional use permit. It then came before City Council, at which point the City Council overturned the Commission's decision and voted to deny the application. At a later meeting, a different Green Hills representative indicated they had no problem operating Monday through Saturday. So, the reason for the current specified time frame of Monday through Saturday from 9:00 a.m. to 6:00 p.m. was primarily based on stipulations made by Green Hills. That condition was carried over when Compassionate Care applied for their location to keep hours consistent between the two businesses.

Councilman Clark asked if staff had received any complaints or reports that Compassionate Care violated their conditional use permit. Mr. Tregaskes said no, staff had not received any reports or information that Compassionate Care had violated their conditional use permit.

Councilman Clark asked Chief Provost if there had been any significant incidences at Compassionate Care's location as far as reports for law enforcement. Chief Provost said no, there had been no significant incidents reported.

Councilman Allsop asked what difference staying open an additional two hours would make. Mr. Tregaskes said the applicant provided some information with their application. He said they stated the extended hours would provide their customers with an opportunity to get off work and get to their location before they closed at 6:00 p.m. Traffic congestion was an issue with people trying to get there between the hours of 5:00 p.m. and 6:00 p.m. Extended hours would spread out the traffic. The extended hours would also provide more flexibility for both customers and employees. He said the applicant was available and could expound upon their reasons.

Councilman Adams expressed his concern about the nighttime hours and asked if the applicant could open earlier, like 7:00 a.m. Mr. Tregaskes said it

would be a possibility with a code revision. Currently, the City Code limits the hours of operation for a marijuana dispensary to a maximum of 9:00 a.m. to 9:00 p.m.

Vice Mayor Kakavas asked the applicant if they had experienced a hardship in serving their clients during the current hours with the closing of Green Hills.

Mitchell Kay, General Counsel for Compassionate Care, introduced himself, David Householder, and Jeff Cox with Compassionate Care of Arizona. Mr. Kay said that Compassionate Care has had to turn people away because the lines were getting so long. Many customers traveled up to an hour to get to their location and struggled to make it there after work before the store closed.

Mayor Leach asked if the hours for the Show Low store were consistent with the hours of their other stores. Mr. Kay said they usually operate until 9:00 p.m. in other states. They had stores in Illinois, Michigan, and Arizona. He thought the store hours were most limited here.

Councilman Clark asked again why the extra two hours were needed. Mr. Kay said that traffic was a concern, and they did not want people rushing to the store and wanted to give people more time as the weather turned more inclement. Their business was considered an essential service, and people relied on them to get their medication.

Mr. Householder said they have seen increased traffic during the lunch hour and after work. The lines were longer, and people were being turned away.

Mayor Leech said there was concern expressed in the past about daytime versus nighttime hours of operation, and it was still a concern today.

Vice Mayor Kakavas asked the applicant if they had any numbers regarding prescription sales versus recreation sales. Mr. Householder said that about 30 percent of their business was prescription sales. Mr. Kay said to add context that, at times, a medical card renewal could be burdensome, so some people decided to go the easier route and not renew their medical card.

Councilman Allsop asked how many other marijuana dispensaries were in the area and if the applicant had any raw data to present to Council that demonstrated how many people were being turned away. Mr. Householder said they turn away between five and ten people on a typical day. When they shut their door at 6:00 p.m., they had at least 20 to 30 people still inside the store completing transactions. The store kept data on the number of people served and those who arrived before 6:00 p.m. but were still in the store after 6:00 p.m. However, tracking the number of people who entered the parking lot after 6:00 p.m., turned around, and left was hard.

Mr. Brown asked if the applicant was the only dispensary in the area. Mr. Householder said a dispensary had just opened in Springerville, and the next

closest dispensaries were in Globe and Payson. Councilman Clark said there was also a dispensary in Winslow.

Mr. Brown asked if the applicant knew when Green Hills closed. Mr. Householder said Green Hills closed at the end of August. He did not know the exact date.

Mayor Leach said knowing the locations of the other dispensaries helped clarify the long travel time the applicant referenced.

Councilman Allsop stated he would like to see the raw data supporting the need for extended hours, and he would need to vote to deny the request without that information. Ms. Atencio said she wanted to make sure that the extended times were connected to the Councilman's concerns.

Councilman Adams requested to go into Executive Session to get legal advice from counsel.

The Show Low City Council recessed into Executive Session at 7:56 p.m.

9. **EXECUTIVE SESSION:**

- A. Confidentiality Statement.
- B. Discussion or consultation for legal advice with the attorney or attorneys of the public body or with designated representatives of the public body pursuant to A.R.S. Sections 38-431.03(A)(3).

(1) Conditional Use Permit Submitted by Compassionate Care of Arizona, Inc.

10. **POST EXECUTIVE SESSION:**

- A. Consideration of Amendments to Conditional Use Permit Submitted by Compassionate Care of Arizona, Inc.

The Show Low City Council reconvened into Open Session at 8:25 p.m.

Councilman Clark asked the applicant that if the Council agreed to extend the hours, would they be open to a one-year review by City staff and if, at that time, there were no issues or violations under the conditional use permit, the extended hours would be renewed and would be reviewed every five years. Mr. Kay said they would love an unmitigated approval but realized they were relatively new neighbors and wanted to be good citizens and patrons and work with the City. So, if that were the requirement to get the extended hours, they would be happy to accept those conditions as the extended hours were very important to them. He said no matter what jurisdiction they were in, they were good neighbors. Mr. Kay also asked that if an issue arose, Compassionate Care of Arizona be provided the opportunity to discuss the issue and present their perspective.

COUNCILMAN CLARK MOVED TO APPROVE AMENDMENTS TO CONDITIONAL USE PERMIT 602-04-240 SUBMITTED BY COMPASSIONATE CARE OF ARIZONA, INC., TO ALLOW FOR EXTENDED HOURS OF OPERATION FOR A ONE-YEAR PERIOD. AT THE END OF THE ONE-YEAR PERIOD, STAFF IS AUTHORIZED TO REVIEW THIS CONDITIONAL USE PERMIT. IF THERE ARE NO ISSUES WITH THE EXTENDED HOURS OF OPERATION, THEN THE DIRECTOR OF THE PLANNING AND ZONING DEPARTMENT WILL BE ABLE TO EXTEND THE CONDITIONAL USE PERMIT FOR AN ADDITIONAL FIVE YEARS AND THEREAFTER REVIEW THE HOURS OF OPERATION TO ENSURE THAT THERE IS COMPLIANCE AND NOT SUBSTANTIAL ISSUES WITH THE EXTENDED HOURS OF OPERATION; SECONDED BY MAYOR LEECH; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN ALLSOP, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD VOTING IN FAVOR.

11. SUMMARY OF CURRENT EVENTS:

A. Council Members

Vice Mayor Kakavas said she wanted to express her gratitude to the clergy across the communities and the communities of Show Low and Pinetop Lakeside for their participation in the Community Fast.

Councilman Allsop said Show Low Mainstreet was hosting a Trick or Treat event on October 28 that included entertainment, food trucks, a kid's zone, games, and candy.

Councilman Clark thanked all those who have and will participate in the Community Fast. It was a great program where civil leaders, academic leaders, and ecclesiastical leaders could unite to utilize their resources to help people in need and bring the community closer together.

B. Mayor

Mayor Leech said he attended the Northland Pioneer College Skills Center ribbon cutting. It was a state-of-the-art building, and he hoped everyone would take the time to explore it.

C. City Manager

Mr. Brown said there were several upcoming Halloween-related events. On October 25, the recreation department would host a Trick or Treat Trail for kids ages ten and under at City Park. On October 26, the Turn of the Card Community Center was hosting a Pumpkin Pie Eating Contest for ages 18 and up. On October 28, Show Low Mainstreet was hosting Halloween Trunk or Treat at Hatch Toyota.

Mr. Brown said in public works projects, the City's contractor started paving 6th

and 5th Place in the McNeil Acres and Nikolaus subdivisions. This project was about halfway complete. The Fools Hollow waterline project continued with the contractor working near 27th Avenue at the wash crossing. The Arizona Department of Transportation was working on completing minor concrete repairs on the White Mountain Road project, and it should be done by the end of the month. He thanked the citizens for their patience as improvements were made around the City.

12. **SCHEDULE OF MEETINGS:**

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

Mr. Brown said the annual Council Retreat was scheduled for next Wednesday, October 25, starting at 9:00 a.m. at the Public Safety Building in the Darrin Reed Community Room.

13. **ADJOURNMENT:**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF OCTOBER 17, 2023, AT 8:38 P.M.**

ATTEST:

APPROVED:

Rachael Hall, City Clerk

John Leech, Jr., Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of Show Low held on October 17, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 20____.

Rachael Hall, City Clerk

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: PUBLIC HEARING and Consideration of Application Submitted by Matthew Thomas McGowen and James Derek Thomson for #12, Restaurant, Liquor License on Behalf of Pitalian for its Location at 1401 East Woolford Road, Suite B, Show Low, Arizona (Rachael Hall)

RECOMMENDATION

I **MOVE** to recommend **approval** to the State Liquor Board of the application submitted by Matthew Thomas McGowen and James Derek Thomson for #12, Restaurant, Liquor License on Behalf of Pitalian for its Location at 1401 East Woolford Road, Suite B, Show Low, Arizona.

OR

I **MOVE** to recommend **denial** to the State Liquor Board of the application submitted by Matthew Thomas McGowen and James Derek Thomson for #12, Restaurant, Liquor License on Behalf of Pitalian for its Location at 1401 East Woolford Road, Suite B, Show Low, Arizona (and **stating the reasons for denial**).

BACKGROUND

Matthew Thomas McGowen and James Derek Thomson, representing Pitalian, submitted a liquor application for a #12, Restaurant, Liquor License for its location at 1401 East Woolford Road, Suite B. As required by state law, the property was posted, and no public input was received.

The Show Low Police Department conducted a background check on the applicants and found nothing amiss. The Department of Liquor Licenses and Control conducts its own internal investigations and background checks. Based on the investigator's findings and the recommendation of the City Council, the State Liquor Board will decide whether to approve or deny the application. Note that if the City Council chooses to recommend **denial** of the application, **the motion must state the reasons for the denial**.

ATTACHMENTS

1. Liquor Application
2. Pitalian Subject Map
3. Pitalian Aerial Map

FISCAL IMPACT

N/A

Name:	Title:	% Interest:
MATTHEW THOMAS MCGOWEN	Member	51.00
JAMES DEREK THOMPSON	Member	49.00

PITALIAN LLC - Member

Name: JAMES DEREK THOMPSON
 Gender: Male
 Correspondence Address: PO BOX 2830
 SHOW LOW, AZ 85902
 USA
 Phone: (307)699-1175
 Alt. Phone:
 Email: DEREK@PITALIAN.PIZZA

PITALIAN LLC - Member

Name: MATTHEW THOMAS MCGOWEN
 Gender: Male
 Correspondence Address: PO BOX 2830
 SHOW LOW, AZ 85902
 USA
 Phone: (602)292-6454
 Alt. Phone:
 Email: MATTHEWMCGOWEN@YAHOO.COM

APPLICATION INFORMATION

Application Number: 259490
Application Type: New Application
Created Date: 09/19/2023

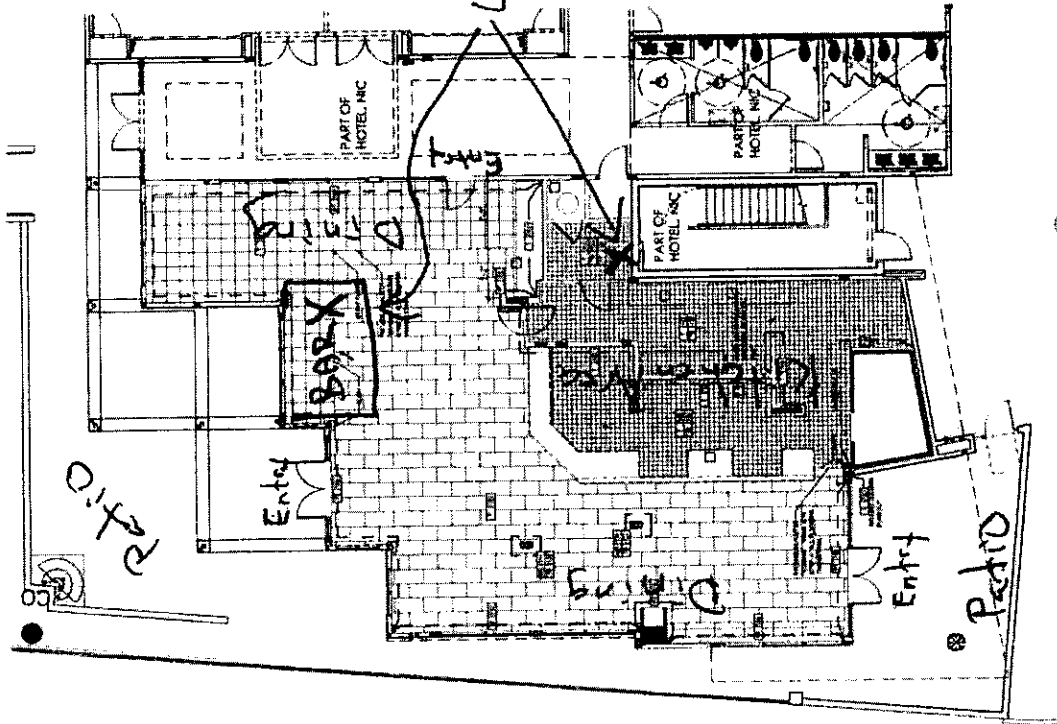
QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
\$3,250/ MONTH UNTIL NEW TENANT FOUND.
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS PATIO
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
10/15/2023
- 9) What type of business will this license be used for?
RESTAURANT

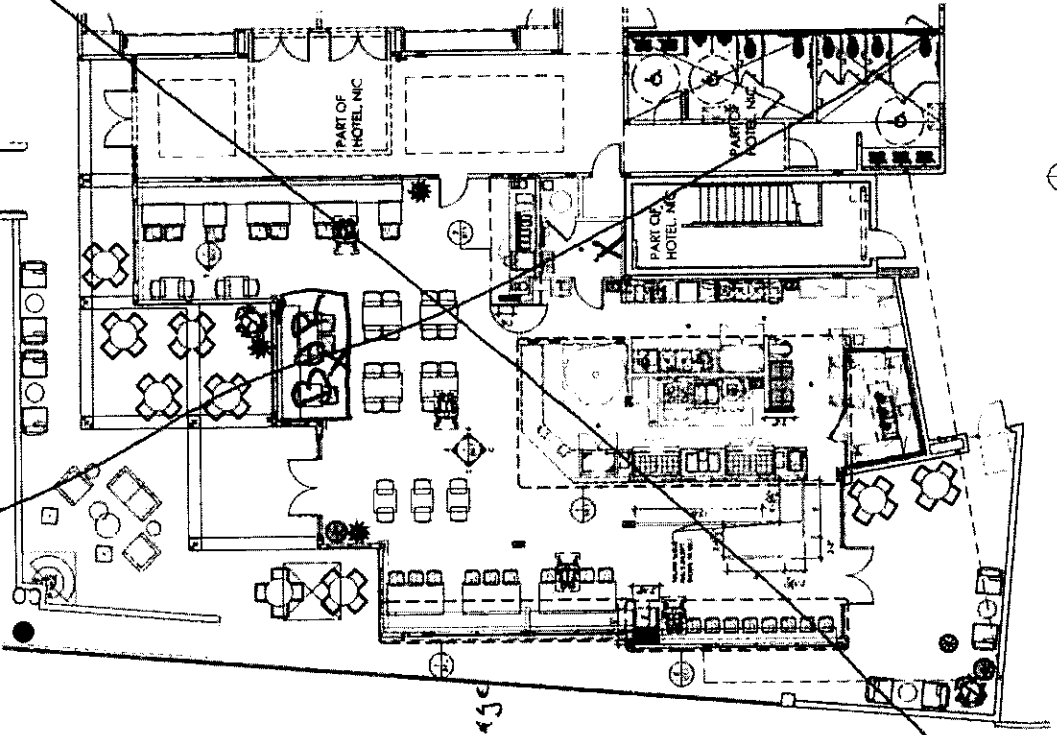
X = Lig Storage

Total Staff = 20



ENLARGED RESTAURANT FINISH PLAN
Scale 3/16" = 1'-0"

2



ENLARGED RESTAURANT KEY PLAN
Scale 3/16" = 1'-0"

1

GENERAL NOTES

1. All dimensions are in feet and inches.
2. All dimensions are to the center of the wall unless otherwise noted.
3. All dimensions are to the center of the door unless otherwise noted.
4. All dimensions are to the center of the window unless otherwise noted.
5. All dimensions are to the center of the staircase unless otherwise noted.
6. All dimensions are to the center of the elevator unless otherwise noted.
7. All dimensions are to the center of the ramp unless otherwise noted.
8. All dimensions are to the center of the parking space unless otherwise noted.
9. All dimensions are to the center of the loading dock unless otherwise noted.
10. All dimensions are to the center of the loading area unless otherwise noted.
11. All dimensions are to the center of the loading platform unless otherwise noted.
12. All dimensions are to the center of the loading bay unless otherwise noted.
13. All dimensions are to the center of the loading door unless otherwise noted.
14. All dimensions are to the center of the loading window unless otherwise noted.
15. All dimensions are to the center of the loading staircase unless otherwise noted.
16. All dimensions are to the center of the loading elevator unless otherwise noted.
17. All dimensions are to the center of the loading ramp unless otherwise noted.
18. All dimensions are to the center of the loading parking space unless otherwise noted.
19. All dimensions are to the center of the loading loading dock unless otherwise noted.
20. All dimensions are to the center of the loading loading area unless otherwise noted.

LEVE
DESIGN GROUP
110 WEST 17TH ST
SUITE #400
LOS ANGELES, CA
90011-2538



PK ARCHITECTS
4111 W. 10TH AVE
SUITE 100
DENVER, CO 80202

SHOW LOW PROPOSED
RESTAURANT
1401 E. WOODFORD ROAD
SHOW LOW, AZ

DATE: 07/16/16
BY: JLB

PROJECT: SHOW LOW PROPOSED RESTAURANT

DATE: 07/16/16

BY: JLB

PROJECT: SHOW LOW PROPOSED RESTAURANT

DATE: 07/16/16

BY: JLB

PROJECT: SHOW LOW PROPOSED RESTAURANT

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BY: JLB

PROJECT: SHOW LOW PROPOSED RESTAURANT

DATE: 07/16/16

BY: JLB

PROJECT: SHOW LOW PROPOSED RESTAURANT

DATE: 07/16/16

ID2.2



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

1. Name of restaurant (Please print): Pitalian

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	N/A
Oven	Imperial IR-4-S18-C
Freezer	True T-43-H2 47" 2-door Freezer
Refrigerator	U.S. Cooler Model WICLR 12'3" X 8'6" X 8'
Sink	John Boos Model PBHS-W-P-SSLR X 14" X 10"
Dish Washing Facilities	American Dish Service AF-3D-S 71" X 25 X 34"
Food Preparation Counter (Dimensions)	Work Table w/ prep Sinks Model Wktbl 110" X 30" X 36"
Other	Pizza Oven

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 60 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

(If yes, what percentage of the public floor space does this area cover?) 11 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises:

[62]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area

[+ 8]

TOTAL [= 70]

'23 SEP 19 Liq. Lic. PM 3:04

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☒ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☐ YES ☒ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

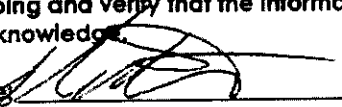
9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	10
Bartenders	2
Hostesses	
Managers	1
Servers	
Other (Cashier)	3
Other (Food Runner)	4
Other ()	

I, (Print Full Name) Matthew T. McGowan hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 



'23 SEP 19 Ltr. Lic. #13 04

RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): Pitalian
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. **Payroll Records**

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) Matthew T. McBrown, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: _____

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Apps

- Artichoke Hearts roasted with olive oil lemon and parm — 11
 Blistered Shishito Peppers with dry cheese/like feta/ aioli - 9
 Hot Burrata Baked cheese stuffed with herbed cheese/ Oven Fired bread - 14

Salad

- Romaine with croutons onions and parm - 8
 Italian Meats Sausage pepperoni ham cheese onion and Giardiniera (spicy) tossed with romaine and house Italian with bread 12
 Italian Picnic Fresh melon tomatoes cucumber sweet peppers onion sea salt cracked pepper Reggiano parm bread 13

Pizza/GF Pizza

- Create your own or \$10 + 1.50 Topping
 Breakfast pizza cream sauce bacon sausage onion smoked gouda cheese eggs parm 14
 Elote street corn cream sauce corn onion cilantro Tajin and Cotija cheese 13
 Margarita tomato sauce fresh mozz basil olive oil parm 12
 Marinara tomato sauce herbs basil 10
 Meat pepperoni ham sausage bacon 14
 Matts spicy pepperoni sausage onion and Giardiniera cheese Calabrian chilis 16
 Veggie peppers onion tomato spinach tomato sauce cheese 12
 Pepperoni heirloom pepperoni mozz 15
 Mushroom cream sauce local oyster mushroom baby bellas and wild seasonal mushrooms 16

Pasta/ Gf Pasta create your own pasta

- Cream and cheese add chicken/morney or alfredo our style . 9 add chicken 4
 Florentine cream and cheese with spinach mushroom onion tomato garnish 13
 Marinara add meatball sausage chicken shrimp 9 Add \$3 meatball \$4 Sausage, chicken
 Create your own 8 + 1.50 Topping \$5 Shrimp
 Cheesecake 8
 Tiramisu pizza/ crème Brule pizza 13
 Italian delight mascarpone apricot mint chocolate sauce and grated Belgian chocolate 11

Pepsi, mountain Dew, Diet Pepsi, Root Beer, ICED TEA, Cother
 Sprite, All Sodas \$2.50 + Soda, water

LC:
Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	259490
Date Accepted:	09-14-2023
CSR:	SS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

805-442

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box →

☒ Agent	☒ Controlling Person
---	--

- Name: McGowan Matthew Thomas Birth Date: [REDACTED]
Last First Middle (Not a public record)
- Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ
- Place of birth: Council Bluffs IA US Height: 5'6" Weight: 180 Eyes: Blue Hair: Bald
City State COUNTRY
- Name of current/most recent spouse: McGowan Laurie Anne Birth Date: [REDACTED]
First Middle Last
- Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? Sept 1, 1993
- Daytime telephone number: 602-292-6454 Email address: matthomc@matthewmcgowen@yahoo.com
- Premises Name: Pitalian Business Phone: 602/292/6454
- Premises Address: 1401 E. Woodford Suite B Shashow AZ Navajo 85901
Street (do not use PO Box) City State County Zip

'23 SEP 19 11:41 AM 304

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
3/95	CURRENT	owner	spicerauous, LLC PO. box 189 pinetop AZ 85935
7/15	6/22	owner	The House Show LLC 1191 E Hall ST Show low AZ 85901

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	Street	City	State	Zip
6/22	CURRENT	28485 Cougar lane	pinetop	AZ	85935
9/21	6/22	124 S Juniper lane	pinetop	AZ	85935
8/13	8/21	660 E pinecrest D	pinetop	AZ	85935

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☒
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Matthew J. McGowan hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [Signature] Date: 8/10/23



ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I - APPLICANT INFORMATION

APPLICANT NAME (Print or type) Matthew Thomas McGowan

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If yes, indicate place of birth:

City Council Bluffs State IA COUNTRY USA

If you answered Yes, 1) Attach a legible copy of a document from the list below.

2) Name of document: AZ Driver License

If you answered No, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Matthew T. McGOWEN
Print Name

[Signature]
Signature

8/10/23
Date



FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	259490
Date Accepted:	09-19-2023
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	Name of Applicant:		
9.19.2023	Matthew T. McGowen		
Name of Fingerprint Technician:			
Sherri L Blank			
Fingerprint technician's Signature:			
Sherri L Blank			
Fingerprint technician's Agency/company Name:		Phone Number:	
DigitScan 2 N Central Ave, Suite 1800 Phoenix, Arizona 85004		480 465-8851	
Type of Photo ID Provided (check one):			
☒ Driver's License ☐ Passport ☐ Other (Please specify)			

I am currently residing in a Rental at 2848 Cougar Lane

Pin top A2 85935.

GA 22 2000 3 H

Matthew T. McGowen

9/19/23



CLASS: DOCTOR
ENDORSEMENTS:
10714

RESTRICTIONS:
None

Page 02/14/2014

**You Must Report a
Change of Address
Within 10 Days**

03520419871

1237/AL00185; 36 7030 8

1/18/2020

Donor

8 OD 005502725M115306

'23 SEP 19 Ltr. Lic. PM 3 104

LC:

Amount:

'23 SEP 19 Lic. Lic. PM 3:04



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLLC USE ONLY

Job #:

259490

Date Accepted:

09-14-2023

CSR:

SC

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Thompson James Derek Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ

4. Place of birth: Lake Preston SD U.S. Height: 6'1" Weight: 210 Eyes: H2L Hair: Brown
City State COUNTRY

5. Name of current/most recent spouse: Thompson Kristin Elaine Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? May 15 2021

7. Daytime telephone number: 307-699-1175 Email address: derek@pitalian.pizza

8. Premises Name: Pitalian Business Phone: 307/699/1175

9. Premises Address: 1401 E. Woolford Rd Suite B Shawlow, AZ, Navajo 85901
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
7-21	CURRENT	Construction Foreman	Sunstate 190 E. Corporate Place Chandler 85225
06-18	06/21	Handyman (Seasonal)	Leon Sanderson 12 St. Huber Dubois, WY 8251

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	Street	City	State	Zip
06/23	CURRENT	949 S. Fox Hunt	Shawlow, AZ		85901
05/21	05/23	10391 E Agua Vista Way	Gold Canyon	AZ	85118
11/2009	04/21	205 E Hays	Dubois	WY	82513

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☒
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) James Derek Thompson hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [Signature]

Date: 9-19-23

'23 SEP 19 11:47, Lic. #13104



FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	259490
Date Accepted:	09-19-2023
CSR:	SG

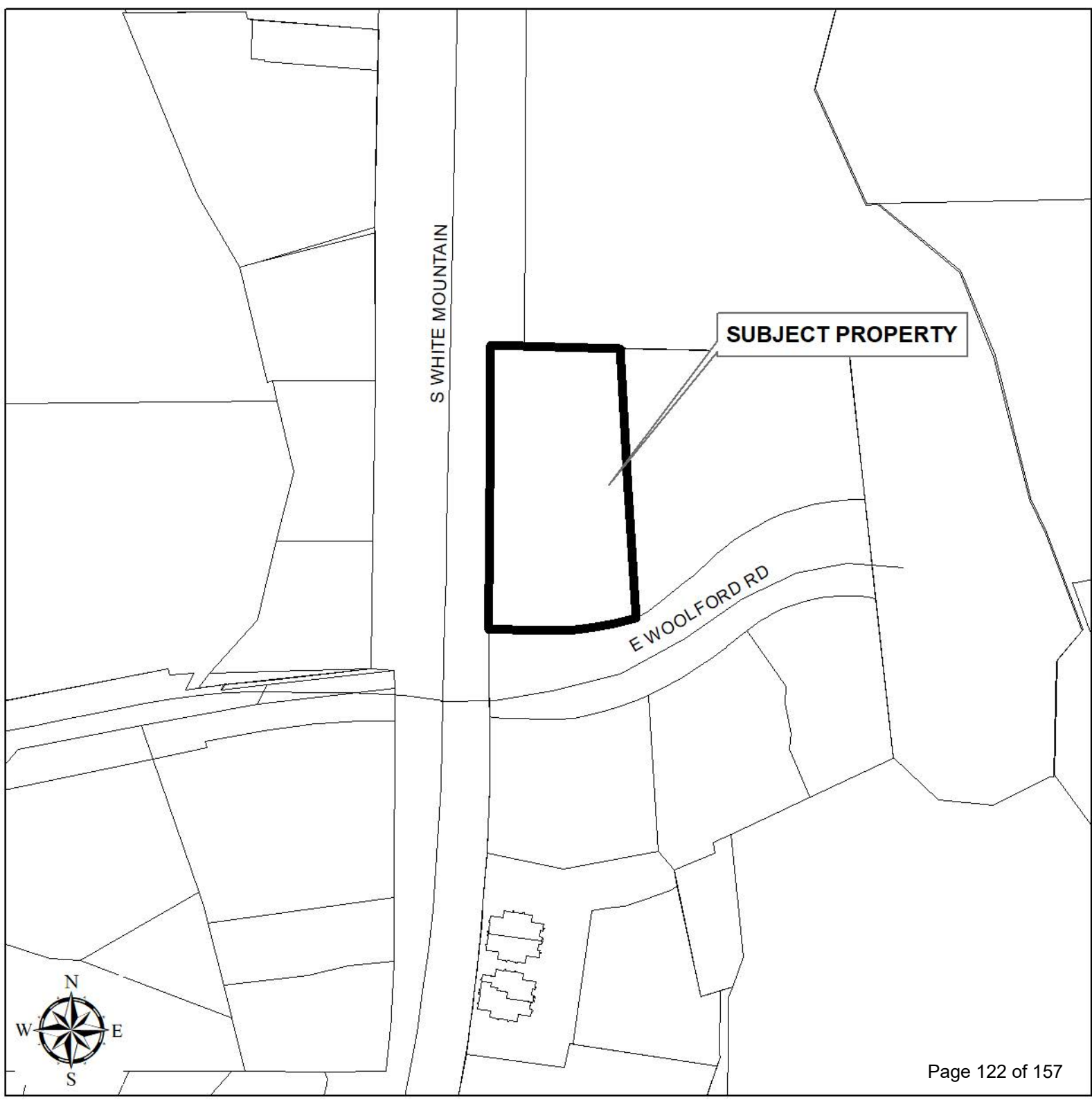
ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 9.19.2023	Name of Applicant: James D. Thompson
Name of Fingerprint Technician: Sherril L Blank	
Fingerprint technician's Signature: Sherril L Blank	
Fingerprint technician's Agency/company Name: DigitScan 2 N Central Ave, Suite 1600 Phoenix, Arizona 85004	Phone Number: 480 465 8857
Type of Photo ID Provided (check one) ☒ Driver's License ☐ Passport ☐ Other (Please specify)	

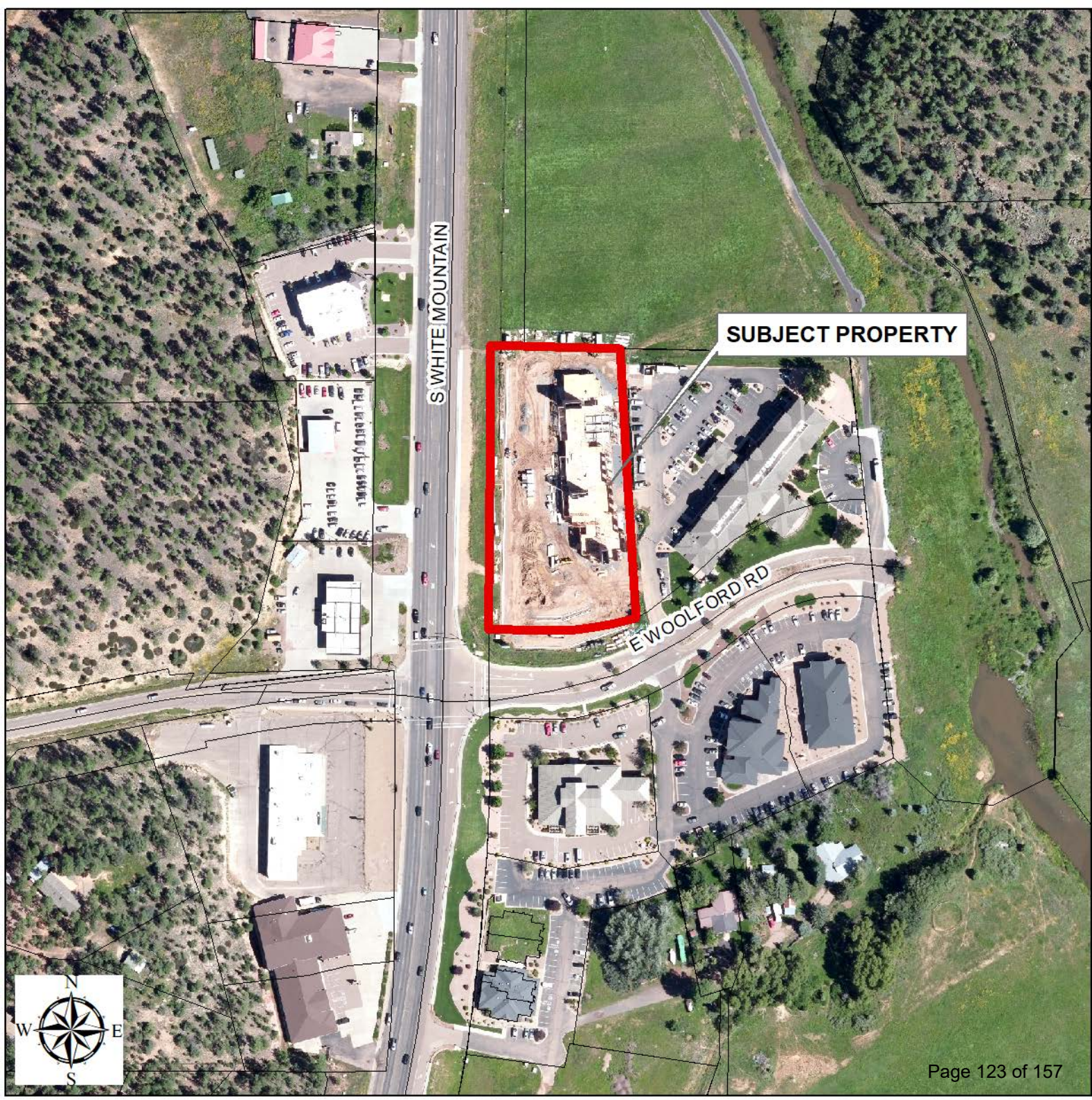


S WHITE MOUNTAIN

SUBJECT PROPERTY

E WOOLFORD RD





S WHITE MOUNTAIN

SUBJECT PROPERTY

E WOOLFORD RD



**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Preliminary Development Plan Submitted by Bison Ridge Twin Homes LLC for Seven Building, 14 Unit Twin Home Development to be Called "Bison Ridge Twin Homes" (Justen Tregaskes)

RECOMMENDATION

I **MOVE** to recommend approval of the Preliminary Development Plan submitted by Bison Ridge Twin Homes LLC for a seven building, 14 unit twin home development to be called "Bison Ridge Twin Homes", subject to the conditions of approval specified by the Planning and Zoning Commission.

BACKGROUND

At their regular meeting on October 24, 2023, the Planning and Zoning Commission voted four to zero (Chairman Barlow and Commissioner Hatch declared conflicts of interest) to recommend approval of a preliminary development plan submitted by Bison Ridge Twin Homes LLC for a development to be known as Bison Ridge Twin Homes. This development is proposed to be constructed within the Bison Ridge Planned Unit Development (PUD). As submitted, this development is proposed to consist of a total of seven buildings with two units per building, for a total of 14 units. The subject property is approximately 3.42 acres, with 2.29 acres designated as open space, utility easements, and landscaping. Maintenance of the common area would be done by the Homeowners Association.

The subject property was previously approved by City Council for eight buildings, each consisting of eight condominium units, for a total of 64 units. This plat was withdrawn by the owner and was ultimately abandoned and reverted to acreage.

Staff has reviewed the submitted plat for Bison Ridge Twin Homes and has found that it meets the requirements of City Code and the Bison Ridge Planned Unit Development. In addition, a letter of support from the Bison Ridge Homeowners Association has been provided.

ATTACHMENTS

1. Bison Twin Homes- Findings of Facts
2. Bison Twin Homes- Subj Prop
3. Bison Twin Homes- Application
4. Bison Twin Homes- Preliminary Development Plan
5. Bison Twin Homes- Bison Master Plan

FISCAL IMPACT

N/A

FINDINGS OF FACT

1. Bison Ridge Twin Homes LLC has submitted a Preliminary Development Plan for the Bison Ridge Twin Homes at Bison Ridge. This portion of the development is proposed to consist of seven twin homes with two units each, for a total of 14 units. The subject property is approximately 3.42 acres in size.
2. The submitted preliminary development plan is a replat of a previously approved development within Bison Ridge. The previously approved development allowed eight condominium buildings, with eight units within each building, for a total of 64 units. This previously approved development was ultimately withdrawn by the applicant and the plat was reverted to acreage.
3. The newly submitted preliminary development plan indicates a total of seven buildings, with two units in each building, for a total of 14 units. Approximately 2.29 acres will be dedicated for use as open space, utility easements, landscaping, and drainage. Total density is 4.1 units per acre.
4. The developer has indicated that the residential units will be privately owned. The common area will be maintained by the Homeowners Association.
5. Public utility easements are shown on the preliminary development plan. These easements are required to be dedicated to the public and meet minimum width requirements.
6. This area is shown on the approved conceptual plan for Bison Ridge as residential. The approved project narrative for Bison Ridge indicates that, "The Resort and Commercial PUD areas shall allow all Residential and C-2 uses". No residential unit count was included as part of the commercial areas.
7. Current land uses within the Bison Ridge Development include:

NAME	UNITS	LAND USE DESIGNATION
Bison Ridge Unit 1	49	Residential
Bison Ridge Unit 2	77	Residential
Bison Ridge Unit 3	14	Residential
Bison Ridge Resort Cabins	13	Residential
The Cottages at Bison Ridge	49	Residential
The Overlook at Bison Ridge	36	Commercial
Bison Pass	16	Commercial
The Heights at Bison Ridge	13	Resort Units
Tatanka Villas	29	Resort Units

As indicated by the project narrative, the maximum allowed number of units in areas labeled residential or resort units on the conceptual plan is 325. A total of 244 units have been or are currently under development in the residential areas of Bison Ridge. Units located within The Overlook at Bison Ridge and Bison Pass are not counted against the total number of residential units because they are located in a Commercial PUD area within the Bison Ridge Development.

8. The current zoning of the surrounding properties includes:

North: P.U.D. (Planned Unit Development)
South: P.U.D. (Planned Unit Development), MH (Manufactured Homes)
East: R1-7 (Single Family Residential, 7,000 square feet), C-1 (Neighborhood Commercial)
West: P.U.D. (Planned Unit Development)

9. The current land uses of the surrounding properties includes:

North: Bison Ridge Subdivision
South: Bison Ridge Subdivision, Fairway Park
East: Vacant Residential, Vacant Commercial
West: Bison Ridge Subdivision

10. Transmittal memos were sent to all affected agencies. No applicable comments were received.

11. A letter of support from the Bison Ridge HOA was submitted to staff. No other public comment has been received regarding this proposed development.

COMMISSION DECISION

At their regular meeting on October 24, 2023, the Planning and Zoning Commission voted four to zero (Chairman Barlow and Commissioner Hatch declared conflicts of interest) to recommend approval of a preliminary development plan submitted by Bison Ridge with the following conditions:

1. All development shall comply with all applicable federal, state, and local requirements.
2. All easements shall meet minimum easement width requirements. Easements and bearings shall be shown on the final plat.

STANDARDS OF REVIEW

SUBJECT: Bison Ridge Twin Homes LLC has submitted a Preliminary Development Plan for a seven building, 14 unit twin home development to be called the Bison Ridge Twin Homes.

GENERAL PLAN

Land Use

- Preserve natural surroundings and the rural, hometown atmosphere.

Objective Require master planning of large expanses of lands slated for private development.

Housing

- Integrate open space and parks into housing developments.

- Preserve trees and natural surroundings in residential areas.

Objective Advocate master planned communities.

Public Facilities/Services

- Extend municipal services.

Growth Area Management

- Illustrate master planned community concepts.
- Promote flexible growth management.

Objectives Invite creative, high quality development proposals. Adapt planned development standards to fit the character of the land.

ZONING ORDINANCE

Chapter 19.80 P.U.D. ZONE – PLANNED UNIT DEVELOPMENT ZONING

19.80.010 Purpose.

The purpose of a planned unit development (P.U.D.) zoning district is to provide greater flexibility in the development of land involving various types and combinations of residential and nonresidential uses. A P.U.D. is also intended to encourage a more creative approach in the development of land that will result in a more efficient, aesthetic and desirable use of open area. A P.U.D. may be designed and utilized in the following manner:

- (A) For large-scale projects which are able to function as an individual community or neighborhood.
- (B) For small-scale projects which require flexibility because of unique circumstances or design characteristics.
- (C) For a transitional or buffer area between dissimilar land uses.
- (D) For a conservation area to preserve and protect streams, rivers, lakes, and other natural resources. (Ord. No. 382, §§ 1 – 3, 12-20-94; Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-47(A))

19.80.020 Objectives.

- (A) To accommodate variations in building design, lot arrangements and land uses.
- (B) To provide for a compatibly arranged variety of land uses through innovative site planning.
- (C) To provide a maximum choice in the types of environments for residential, commercial, and industrial uses and facilities.
- (D) To encourage economy in the construction and maintenance of off-site improvements such as water and sewer utilities and roadways.

- (E) To encourage the provision of usable open space and the protection of natural watercourses.
- (F) To ensure adequate provision of community facilities and services necessary to accommodate the needs of the present and future residents of the city.
- (G) To assist in the fulfillment of the goals, objectives and policies of the Show Low general plan and any amendments thereto. (Ord. No. 382, §§ 1 – 3, 12-20-94; Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-47(B))

19.80.030 Permitted uses.

All uses permitted within the P.U.D. zone are determined by the approved development plan for the site.

(A) *Residential.*

- (1) Single-family.
- (2) Multifamily, duplexes, and single-family attached dwelling units, R.V. parks, manufactured home park.
- (3) Public and private parks, community centers, recreational facilities, schools, etc.
- (4) Common public and private open spaces.
- (5) Hiking and riding trails.
- (6) Private clubs such as golf, swimming, tennis, guest ranches.
- (7) Accessory structures and uses.

(B) *Commercial and Industrial Uses.* Commercial and industrial uses shall be determined by the compatibility of such uses with each other and with surrounding land uses. (Ord. No. 382, §§ 1 – 3, 12-20-94; Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-47(C))

19.80.040 Intensity of land use.

Densities and commercial intensity permitted in the P.U.D. zone shall be determined by either the city council or planning and zoning commission in compliance with the Show Low general plan. (Ord. No. 382, §§ 1 – 3, 12-20-94; Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-47(D))

19.80.050 Construction.

No building permit shall be issued for any use in the P.U.D. zone prior to approval of the final development plan as prescribed herein. (Ord. No. 382, §§ 1 – 3, 12-20-94; Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-47(E))

19.80.060 Preliminary development plan.

A preliminary development plan for the P.U.D. is required. The approval of such plan may be handled in the following way:

- (A) In the case of large-scale multi-phased developments, such approval may be given in stages. The initial submittal with the application may be a conceptual plan with sufficient description and documentation to identify nature, mix, general arrangements, density, proposed setbacks, usable open space, community facilities, and quality of the project. Such conceptual plan may then be approved conditionally, with the preliminary development plan(s) to be submitted to the planning and zoning commission and the city council within the time period(s) established at the time of rezoning. If no time period is established, the preliminary development plan must be submitted within eighteen (18) months of the effective date of the zone change.
- (B) In the case of specific or small-scale, single-phase projects, the preliminary plan as described in Section [19.80.070](#) shall be filed as part of the application and approved prior to and in conjunction with planning and zoning commission and city council consideration of the application. (Ord. No. 382, §§ 1 – 3, 12-20-94; Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-47(F))

19.80.070 Description of preliminary development plan.

The preliminary development plan shall be submitted to the planning and zoning director and shall include:

- (A) A tentative plat as described in the subdivision code acceptable to the planning and zoning director for consistency with Show Low codes, policies and plans.
- (B) An area map showing adjacent property owners, together with the location of all buildings and existing uses within three hundred (300) feet of the parcel.
- (C) A legal description of the metes and bounds of the parcel.
- (D) Drawings and descriptions clearly showing the following:
 - (1) The existing topographical features of the site.
 - (2) A statement of intended design philosophy and environmental quality. This statement may include graphic and photographic materials.

- (3) Where portions of the site are subject to flooding, the map and supporting data shall indicate the extent, frequency, and location of detention/retention areas.
- (4) Where areas lie in aircraft approach and holding patterns, such areas shall be indicated.
- (5) The location and nature of the various uses and their areas in acres.
- (6) The proposed circulation system and traffic analysis, including any improvements needed to accommodate additional traffic, indicating whether they are public or private.
- (7) Delineation of the various land use areas indicating for each such area its general extent, size, total number of dwelling units and approximate percentage allocation by dwelling type, building arrangement, architectural style and exterior building materials and colors.
- (8) The interior open space system.
- (9) General statement as to how common open space is to be owned and maintained.
- (10) A calculation of the residential density in dwelling units per gross acre including interior roadways.
- (11) Proposed minimum setback distances for planned development including the following:
 - (a) Side yard distances (including corner lots);
 - (b) Building separation distances if common ownership;
 - (c) Front yard setback distances from roads (private and/or public);
 - (d) Rear yard distances (identifying whether sites are privately or commonly owned); and
 - (e) Buffer or “no build” distances from properties situated adjacent to proposed development.
- (12) Perimeter treatment and relationship of the project to surrounding land uses.
- (13) Principal ties to the community at large with respect to transportation, water supply and sewage disposal, indicating whether they are public or private.
- (14) General description of the availability of other community facilities, such as schools, fire protection services, and cultural facilities, if any, and how these facilities are affected by this proposal.

- (15) Evidence that the proposal is compatible with the goals of the city's general plan.
- (16) If the development is to be phased, a general indication of how the phasing is to proceed. Whether or not the development is to be phased, the plan shall show the intended total project.
- (17) The planning and zoning director may waive, in writing, any of the above required information when, in his opinion, they are not applicable. The planning and zoning director may also require additional information when needed to adequately describe or clarify the project or its impact. (Ord. No. 382, §§ 1 – 3, 12-20-94; Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-47(G))

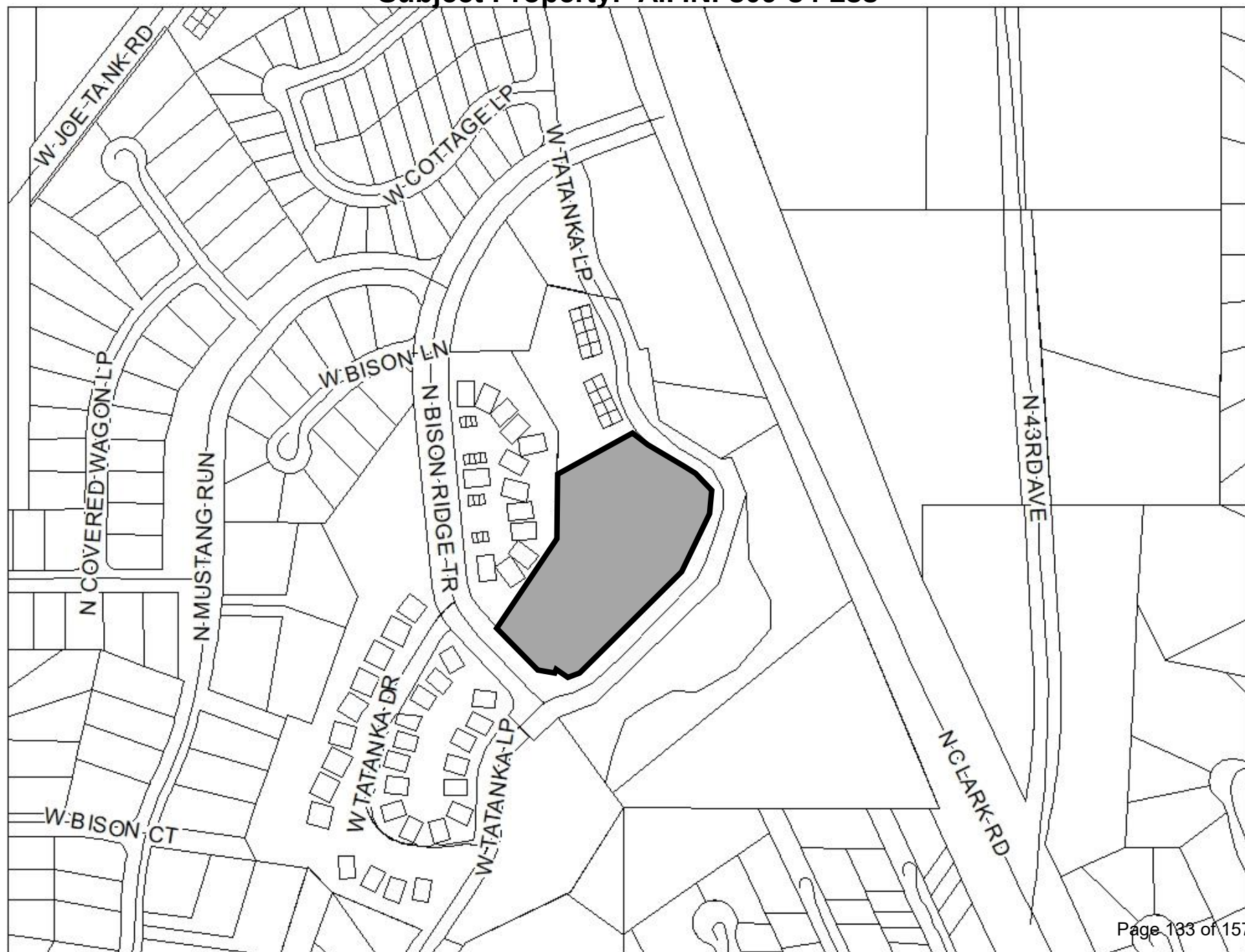
19.80.080 Review of preliminary development plan.

The preliminary development plan shall be reviewed by city staff and any other agencies deemed appropriate by the staff. The plan shall then be submitted to the planning and zoning commission and the city council for approval. (Ord. No. 382, §§ 1 – 3, 12-20-94; Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-47(H))

19.80.090 Final development plan approval.

- (A) It is the intent of this section that subdivision review, where applicable, under the city subdivision regulations, be carried out simultaneously as an integral part of the P.U.D. review. The plans required under this section must be submitted in a form that substantially satisfies the requirements of the subdivision regulations for final plat approval. Final plan approval under the P.U.D. shall constitute final plat approval under the city subdivision regulations and the P.U.D. final development plan shall be recorded in the same manner as the final plat.
- (B) The applicant shall submit eight (8) copies of the final development plan to the planning and zoning director. The plan shall contain the following information:
 - (1) All information required on the preliminary development plan.
 - (2) Complete plans showing location and type of all improvements.
 - (3) Plans and elevations of all building types, building materials, and colors.
 - (4) Schematic grading plans including proposed treatment of sloped and retention areas.
 - (5) All applicable standards of design and construction required by all pertinent city codes and policies.
- (C) If approval of the preliminary development plan has been given in phases, approval of the final development plan may also be given in phases. The final

development plan must be in substantial conformance with the approved preliminary development plan. Any deviations from the approved preliminary plan which are deemed by the planning and zoning director not to be in substantial compliance with the approved development plan shall require approval by the city council. (Ord. No. 382, §§ 1 – 3, 12-20-94; Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-47(l))





Subject Property:
A.P.N. 309-84-238



City of Show Low Planning & Zoning

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

Preliminary Plat Application

(Filing Fee: see page 3)

For Office Use Only

Date received: 9-8-23
Time received: 8:45 AM/PM
Received by: KBT

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: _____

OWNER INFORMATION

Name: Bison Ridge Twin Homes LLC (attn: Jack Hooper)

Address: 2547 E Jensen Circle
Street Address

<u>Mesa</u> City	<u>AZ</u> State	<u>85213</u> Apartment/Unit# ZIP Code
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Phone: 480-232-3428 Email: unicorn85213@gmail.com

APPLICANT INFORMATION (If different)

Name: Carl Strunk

Address: 2547 E Jensen Circle
Street Address

<u>Mesa</u> City	<u>AZ</u> State	<u>85213</u> Apartment/Unit# ZIP Code
------------------------------------	-----------------------------------	---

Phone: 480-432-1312 Email: ccarlstrunk@gmail.com

PROPERTY INFORMATION

Address of Property: N/A Parcel Number: 309-84-238

Legal Description of Property: Parcel "A" Per Survey Abandonment (2021-10630)

PROPOSAL

Name of proposed subdivision: Bison Ridge Twin Homes Number of proposed lots: 14

Current Zoning Classification: PUD Is a zone change proposed or required? ☐ Yes ☒ No

Provide a brief description of the proposed land development: Construct 7 Twin Home structures on a previously abandoned development along Tatanka Loop in Bison Ridge PUD

AUTHORIZED REPRESENTATIVES

PLEASE NOTE: In accordance with City Code, Title 19.15.010 D and E, you or your authorized representative must be present at all Planning and Zoning and/or City Council hearings or public meetings regarding this application. Below please list any person(s) authorized to represent you during this application process. Representations made during those meetings or hearings and designated in the record shall be deemed conditions of approval.

Carl Strunk

Jack Hooper

Bruce Ironside

CERTIFICATION

I certify that the information on this application form and attachments are true and correct to the best of my knowledge.

Signature of
Owner(s):

Jack Hooper

Date: 9-6-23

Signature of
Owner(s):

Date: _____

Signature of
Applicant:

Date: _____

Waiver of Claims Under Arizona Revised Statutes § 12-1134

I, Bison Ridge Twin Homes LLC, the owner of the property described as A.P.N. 309-84-238 Show Low, Arizona, hereby waive any and all claims for diminution in value to my property which may arise under A.R.S. § 12-1134 as a result of my request and application for a PRELIMINARY PLAT. Further, I agree to defend, indemnify and hold harmless the City of Show Low, its officers, employees, and agents from and against any and all such claims for diminution in value to my property as defined in A.R.S. § 12-1134 arising out of my application or request for the applicable land use action as described above.

DATED this 6th day of September, 2023

Jack Hooper
Signature of Property Owner

STATE OF ARIZONA)

) ss.

County of Maricopa)

SUBSCRIBED AND SWORN before me this 6th day of September, 2023,
by Jack Hooper

Name of Signer

Gregory Bolden
Notary Public

Maricopa County, Arizona
My Comm. Expires 06-23-26
Commission No. 631456

[Notary Seal]



Gregory Bolden
Notary Public

Bison Ridge Twin Homes, LLC

This is a new plat which creates seven single story structures with each structure containing two twin homes for a total of 14 units. Each twin home will have its own attached 2 car garage. The plat is being filed by Bison Ridge Twin Homes, LLC, an Arizona Corporation.

This parcel is the last large vacant parcel within Bison Ridge HOA, located on the southern end of the subdivision. This parcel has changed hands several times over the years and at one time was originally platted for seven two-story structures each containing eight condo units. This plat was officially abandoned by the city in 2021. The original developer installed the utilities across the entire parcel. The utilities will be relocated as needed to accommodate the new layout. The parcel is bordered by North Bison Ridge Trail, a public street and Tatanka Loop, a private street.

On the preliminary development plan, we have shown locations of the seven structures along with proposed landscaping.

Bison Ridge Twin Homes will have the same architecture and styling as the existing properties within Bison Ridge HOA. Exterior colors will be in compliance with HOA guidelines. Our goal in preparing this plan is to have our project blend in with and become an integral part of the overall subdivision.

It is the intention of Bison Ridge Twin Homes to immediately begin construction simultaneously on two of the structures as soon as permits are obtained. Construction times for the first two structures will be largely dictated by winter weather, but we project completion to be in Q2 of 2024, with the remaining structures completed by end of Q3 or the beginning of Q4, 2024.

Each structure will be approximately 3000 square feet of living area plus a two-car garage. Each structure will be split into two identical units. Features will include metal roofs, composite siding, heating and cooling, and quality interior finishes. Roofing and siding colors will be selected to blend in with the Bison Ridge community. Driveways will be traditional concrete. Landscaping around each structure will be in keeping with the overall feel and requirements of the subdivision.



September 5, 2023

TO: Show Low Planning and Zoning Engineer

Re: HOA Support Letter of development of Parcel A

The Bison Ridge HOA has reviewed and is in full support of the development of Parcel A in our community as proposed by Mr. Jack Hooper, of Hooper Realty Investments LLC, in the attached provided Preliminary Development Plan. The proposal is for 7 Twin Homes (14 units).

Sincerely,

Donna Slowik

President, Bison Ridge HOA

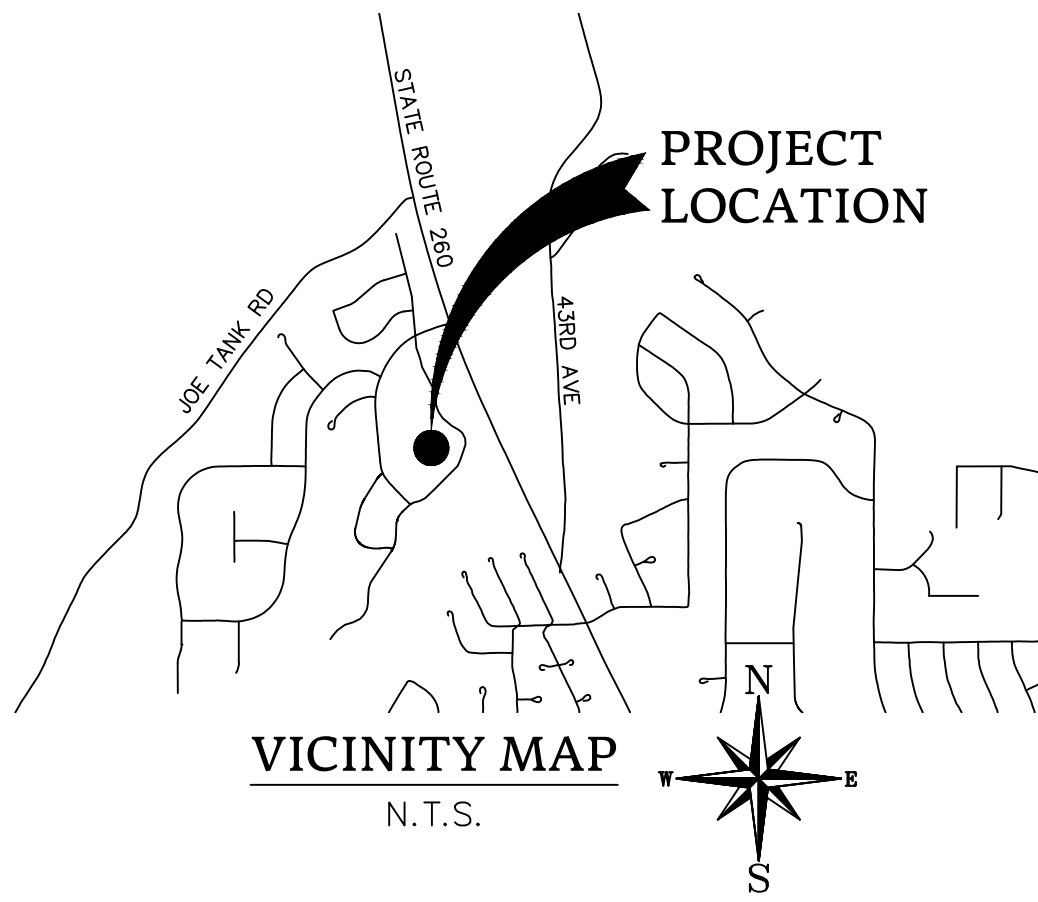
Frank M. Smith, Property Manager

Samantha Riepel

Cell: 928-242-4743

4756 Buck Springs Road

Pinetop, AZ 85935



LAND DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN SECTION 14, TOWNSHIP 10 NORTH, RANGE 21 E OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA;

BEGINNING AT THE SOUTHWEST CORNER OF TRACT B OF "TATANKA RESORT CASITAS AT BISON RIDGE" AS RECORDED IN BOOK 26 PAGE 11 & 12 AND COMMON TO THE MOST SOUTHERLY CORNER OF "THE HEIGHTS AT BISON RIDGE" AS RECORDED IN BOOK 24 PAGE 45 BOTH RECORDED AT THE OFFICE OF THE NAVAJO COUNTY, ARIZONA, ALSO BEING THE POINT OF BEGINNING. SAID POINT OF BEGINNING ALSO LIES S53°59'04"E E 451.73 FEET FROM THE W1/4 CORNER OF SAID SECTION 14.

THENCE N33°45'31"E 240.00 FEET ALONG THE WESTERLY BOUNDARY OF SAID TRACT B;

THENCE N01°27'24"E 170.00 FEET ALONG THE WESTERLY BOUNDARY OF SAID TRACT B;

THENCE N67°02'13"E 190.87 FEET TO A POINT ON THE EASTERLY BOUNDARY SAID TRACT B;

THENCE SOUTHEASTERLY 95.40 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT B ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 220.0 FEET, A CENTRAL ANGLE OF 24°50'46", AND A CHORD WHICH BEARS S49°25'36"E 94.66 FEET;

THENCE ALONG THE BOUNDARY OF SAID TRACT B FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

THENCE S61°50'59"E 72.50 FEET;

THENCE S40°39'48"E 46.98 FEET;

THENCE S01°42'35"W 46.98 FEET;

THENCE S22°53'46"W 152.95 FEET;

THENCE S46°11'33"W 331.28 FEET;

THENCE S68°19'05"W 61.17 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY BOUNDARY OF A PUBLIC STREET KNOWN AS BISON RIDGE TRAIL;

THENCE NORTHERLY 13.07 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 29°57'29", AND A CHORD WHICH BEARS N57°56'48"W 12.92 FEET;

THENCE N42°57'31"W 164.50 FEET ALONG SAID BISON RIDGE TRAIL TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND DESCRIBED HEREIN CONTAINS 3.42 ACRES, MORE OR LESS.

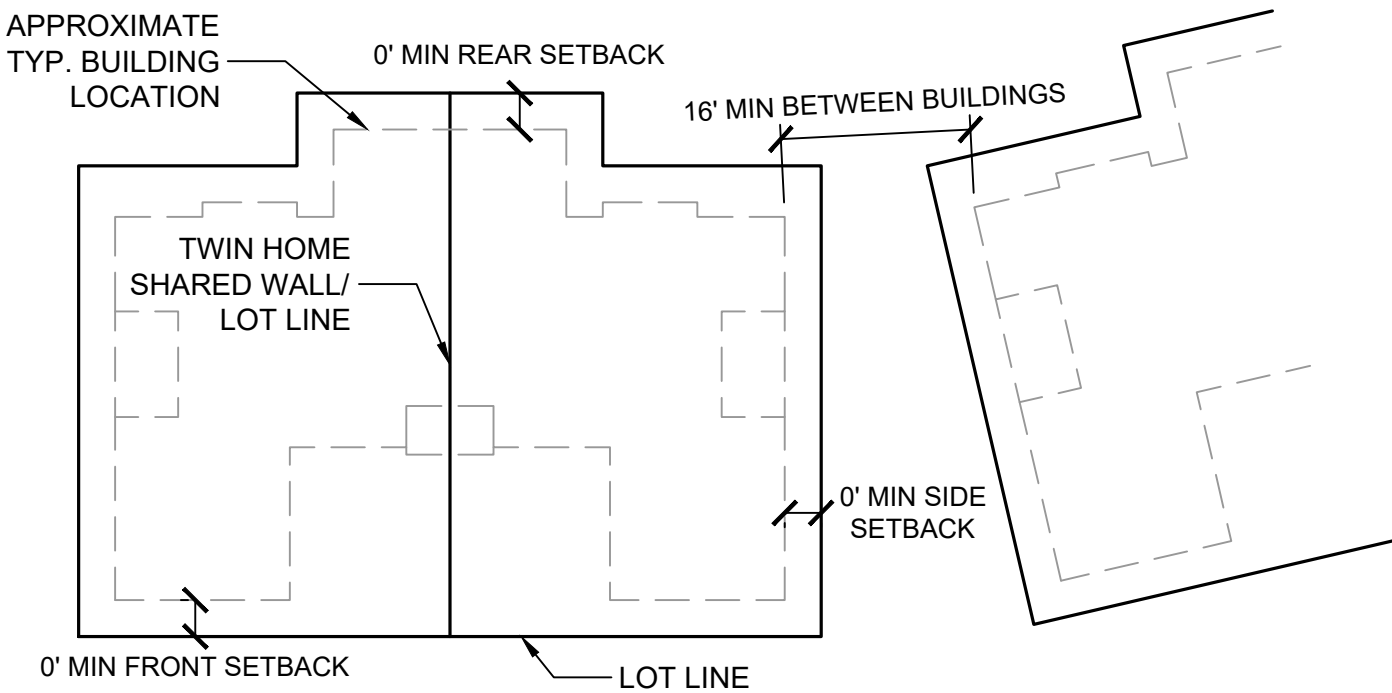
LEGEND

LINETYPES

	PROJECT BOUNDARY
	EXISTING PROPERTY LINE
	EXISTING CONTOUR LINE
	EXISTING FLOODPLAIN
	PROPOSED SETBACK LINE
	PROPOSED EASEMENT

HATCH PATTERNS

	EXISTING PAVEMENT AREA
	PROPOSED PAVEMENT AREA
	PROPOSED PAVEMENT REMOVAL AREA



TYPICAL BUILDING LOT SETBACKS

N.T.S.

PRELIMINARY DEVELOPMENT PLAN FOR BISON RIDGE TWIN HOMES

A PLANNED UNIT DEVELOPMENT SUBDIVISION

LOCATED WITHIN SECTION 14, TOWNSHIP 10 NORTH, RANGE 21 EAST,
G. & S.R.M., CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA

SITE DATA

EXISTING/PROPOSED ZONING: PLANNED UNIT DEVELOPMENT
(COSL ORDINANCE #509, 5-22-02)

TOTAL DEVELOPMENT AREA ACREAGE: ±3.42 ACRES

NUMBER OF LOTS: 14 UNITS

PROPOSED LOT SIZE: ±3,506 SF

RESIDENTIAL DENSITY: 4.10 UNITS/ACRE

TRACT 'A': ±2.29 ACRES

FOR USE INCLUDING OPEN SPACE, PRIVATE INGRESS/EGRESS,
PRIVATE COMMON USE PARKING, PRIVATE UTILITIES, PUBLIC
UTILITIES WITHIN DESIGNATED EASEMENTS, LANDSCAPING,
AND DRAINAGE TO BE MAINTAINED BY THE HOME OWNER'S
ASSOCIATION.

PARCEL LINE DATA

SEGMENT	LENGTH	DIRECTION
L1	64.64	S22° 57' 47"E
L2	29.99	N67° 02' 13"E
L3	10.00	S22° 57' 47"E
L4	20.99	S67° 02' 13"W
L5	20.99	S67° 02' 13"W
L6	10.00	N22° 57' 47"W
L7	29.99	N67° 02' 13"E
L8	64.64	N22° 57' 47"W
L9	50.98	N67° 02' 13"E
L10	50.98	N67° 02' 13"E
L11	74.64	S22° 57' 47"E
L12	64.64	N67° 02' 13"E
L13	29.99	N22° 57' 47"W
L14	10.00	N67° 02' 13"E
L15	20.99	S22° 57' 47"E
L16	20.99	S22° 57' 47"E
L17	10.00	S67° 02' 13"W
L18	29.99	N22° 57' 47"W
L19	64.64	S67° 02' 13"W
L20	50.98	N22° 57' 47"W
L21	50.98	N22° 57' 47"W
L22	74.64	N67° 02' 13"E
L23	64.64	S73° 35' 33"E
L24	29.99	N16° 24' 27"E
L25	10.00	S73° 35' 33"E
L26	20.99	N16° 24' 27"E
L27	20.99	N16° 24' 27"E
L28	10.00	N73° 35' 33"W
L29	29.99	N16° 24' 27"E
L30	64.64	N73° 35' 33"W
L31	50.98	N16° 24' 27"E
L32	50.98	N16° 24' 27"E
L33	74.64	S73° 35' 33"E
L34	64.64	S43° 48' 27"E
L35	29.99	N46° 11' 33"E
L36	10.00	S43° 48' 27"E
L37	20.99	N46° 11' 33"E
L38	20.99	N46° 11' 33"E
L39	10.00	N43° 48' 27"W

PARCEL LINE DATA

SEGMENT	LENGTH	DIRECTION
L40	29.99	N46° 11' 33"E
L41	64.64	N43° 48' 27"W
L42	50.98	N46° 11' 33"E
L43	50.98	N46° 11' 33"E
L44	74.64	S43° 48' 27"E
L45	64.64	S43° 48' 27"E
L46	29.99	N46° 11' 33"E
L47	10.00	S43° 48' 27"E
L48	20.99	N46° 11' 33"E
L49	20.99	N46° 11' 33"E
L50	10.00	N43° 48' 27"W
L51	29.99	N46° 11' 33"E
L52	64.64	N43° 48' 27"W
L53	50.98	N46° 11' 33"E
L54	50.98	N46° 11' 33"E
L55	74.64	S43° 48' 27"E
L56	64.64	S40° 51' 37"E
L57	29.99	S49° 08' 23"W
L58	10.00	S40° 51' 37"E
L59	20.99	N49° 08' 23"E
L60	20.99	N49° 08' 23"E
L61	10.00	N40° 51' 37"W
L62	29.99	S49° 08' 23"W
L63	64.64	N40° 51' 37"W
L64	50.98	N49° 08' 23"E
L65	50.98	N49° 08' 23"E
L66	74.64	N40° 51' 37"W
L67	64.64	S25° 54' 11"W
L68	29.99	S64° 05' 49"E
L69	10.00	S25° 54' 11"W
L70	20.99	N64° 05' 49"W
L71	20.99	N64° 05' 49"W
L72	10.00	N25° 54' 11"E
L73	29.99	S64° 05' 49"E
L74	64.64	N25° 54' 11"E
L75	50.98	S64° 05' 49"E
L76	50.98	S64° 05' 49"E
L77	74.64	S25° 54' 11"W



BASIS OF BEARINGS (B.O.B.)

THE BASIS OF BEARINGS IS THE BASIS FOR THE TATANKA RESORT CASITAS AT BISON RIDGE FINAL PLAT (BOOK 26 OF PLATS, PAGES 11 & 12, NAVAJO COUNTY RECORDS)

FLOODPLAIN

NO PORTION OF THE DEVELOPMENT IS WITHIN A FLOODPLAIN PER FEMA FIRM MAP #04017C4489, SEPTEMBER 26, 2008. NEARBY FLOOD PLAIN AREAS PER SAID FEMA FIRM MAP ARE SHOWN HEREON.

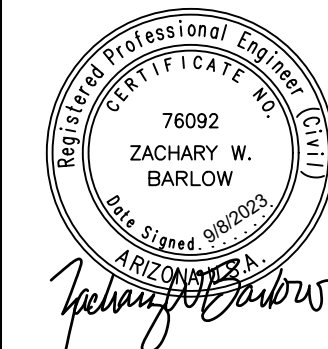
OWNER/REPRESENTATIVE

BISON RIDGE TWIN HOMES LLC
2547 E JENSEN CIR
MESA AZ 85213
928-205-5070

ENGINEER

IRONSIDE ENGINEERING & DEVELOPMENT, INC.
P.O. BOX 1358
SHOW LOW, ARIZONA 85902
928-532-0880

IRONSIDE
ENGINEERING & DEVELOPMENT



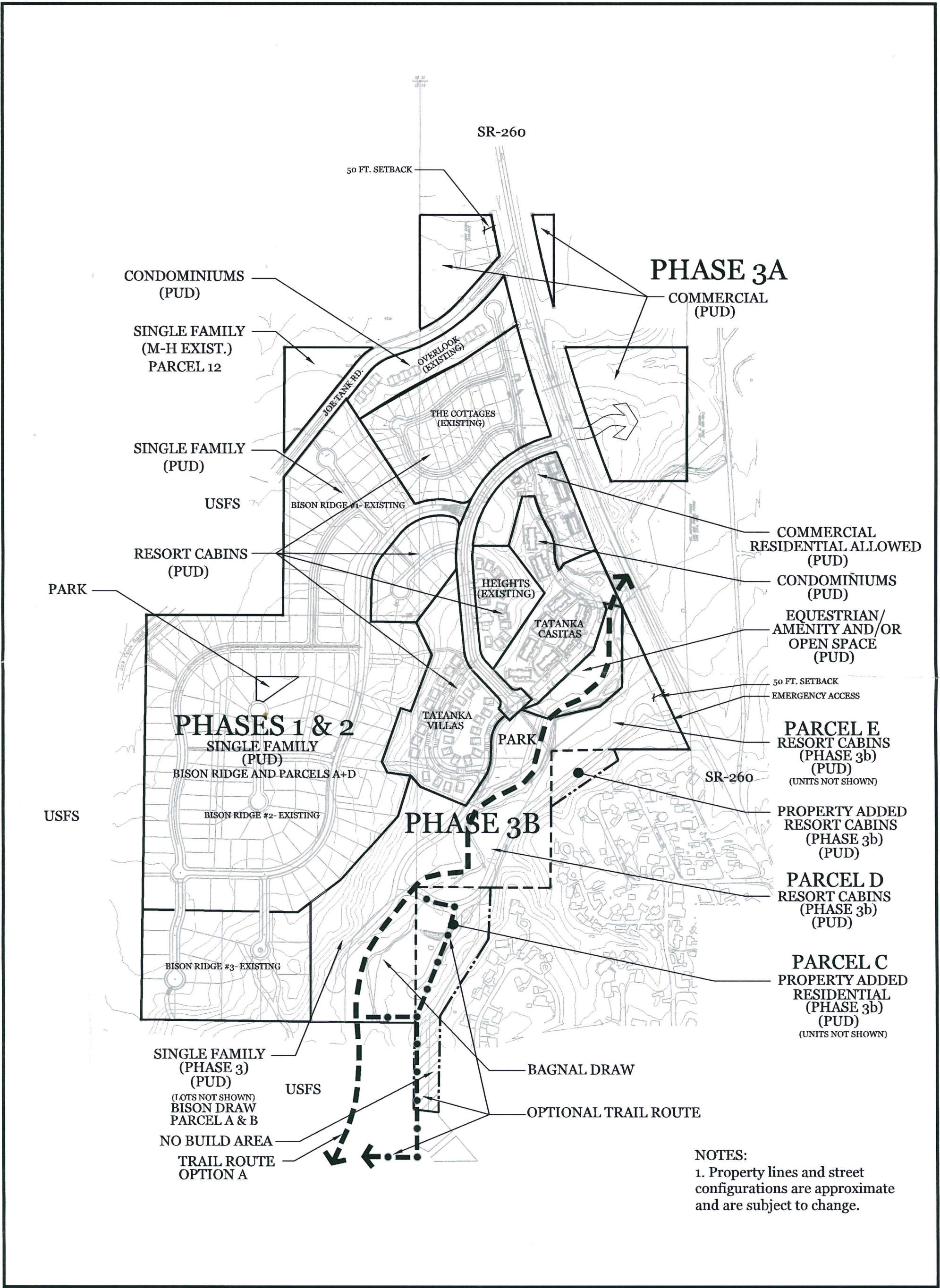
PRELIMINARY DEVELOPMENT PLAN
For A Portion Of The Planned Unit Development
City of Show Low, AZ

BISON RIDGE TWIN HOMES

CLIENT: BISON RIDGE TWIN HOMES LLC	DRAWN BY: ZWB	DESIGNER: ZWB	REVIEWER: BJJ	PROJECT #: 43401
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SHEET
PDP1
01 OF 01

*ALL EXISTING TRACTS SHOWN HEREON
ARE ZONED PUD AND ARE OWNED BY THE
BISON RIDGE OWNERS ASSOCIATION





LVA
Urban Design
Studio L.L.C.

Master Planned Communities,
Land Planning,
Site Planning & Design
Environmental Analysis &
Landscape Design

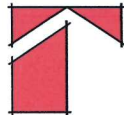
7502 East Main Street
Scottsdale, Arizona 85251
Phone (480)994-0994
Fax (480)994-7232
www.lvaesign.com



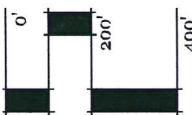
Bison Ridge

Bison Homes Show Low, Arizona

NORTH



SCALE: (+/-)



DATE: 09.28.06
JOB: 0204
BY: EB
REV: 10.18.06

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Resolution 2023-21 for Intergovernmental Agreement for City Park Detention Flood Control District (Shane Hemesath)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2023-21 approving the Intergovernmental Agreement to receive Navajo County Flood Control District Funding for the construction of the City Park Drainage Detention project and authorize the associated budget transfers.

BACKGROUND

The City of Show Low has been working to design a regional detention facility located in the City Park to reduce the impact of high-intensity storms on the residents that live in that watershed. Ironside Engineering was contracted to design a detention facility in a vacant area within the City Park to capture runoff and reduce the peak flows that naturally convey into the neighborhoods to the north. The design of the facility has been completed, and a construction estimate of \$140,000.00 was developed to do the work.

The City has contacted Navajo County to discuss utilizing Navajo County Flood Control Funding to help construct the regional detention improvements. Navajo County has committed funding in an amount not to exceed \$140,000.00 for the construction of the facility.

Staff recommends adopting Resolution No. R2023-21 approving the Intergovernmental Agreement to receive Navajo County Flood Control District Funding for constructing the City Park Drainage Detention Project and authorizing the associated budget transfers.

ATTACHMENTS

1. Resolution R2023-21
2. Intergovernmental Agreement
3. City Park Drainage Improvement Plans
4. Subject City Park Detention
5. Aerial City Park Detention

FISCAL IMPACT

Anticipated cost: \$140,000.00

Funding source (account no.): Flood Control Grant (12-500-495-7310-2477/5002477)

Description	Account	Approved Budget	Transfer	Amended Budget
Unanticipated	22-402-350-3903-	\$8,280,871	(140,000)	\$8,140,871

Revenue/Grant	0000			
Flood Control	12-500-360-3342-	\$0.00	140,000	\$140,000
Grant Revenue	2477			
Unanticipated	22-402-430-8150-	\$8,280,871	(140,000)	\$8,140,871
Expenditure/Grant	0000			
Flood Control	12-500-495-7310-	\$0.00	140,000	\$140,000
Grant Expenditure	2477/5002477)			
Total		\$16,561,742		\$16,561,742

CITY OF SHOW LOW RESOLUTION NO. R2023-21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHOW LOW AND THE NAVAJO COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PROJECT FUNDING FOR SHOW LOW CITY PARK DRAINAGE IMPROVEMENTS

RECITALS:

WHEREAS, the Navajo County Flood Control District, a special taxing district organized pursuant to Title 48, Chapter 21 of the Arizona Revised Statutes, is empowered by A.R.S. §11-952 to enter into this agreement with the City of Show Low; and

WHEREAS, the City of Show Low is empowered by A.R.S. §11-952 to enter into this agreement with the Navajo County Flood Control District; and

WHEREAS, the City has identified an area within its boundaries where its stormwater system is not functioning properly; and

WHEREAS, the City has engaged the services of Ironside Engineering & Development to: (1) determine the cause(s) of flooding due to the inadequate stormwater system and (2) design a detention basin to help reduce flooding in the residential areas downstream from Show Low City Park in Navajo County; and

WHEREAS, the City is ready to proceed with construction on the City Park drainage improvements to correct the stormwater drainage deficiencies, and is requesting \$140,000.00 in financial assistance from the District; and

WHEREAS, the City shall bid this project, based on a preliminary cost estimate, and provide the District with a copy of the executed contract with the contractor, and the District will reimburse the City based on paid invoices to the Contractor not to exceed \$140,000.00; and

WHEREAS, the District is authorized by A.R.S § 48-3603(C)(3) to contract and join with a municipality such as the City “in acquiring constructing, maintaining and operating flood control works, and regulating floodplains”; and

WHEREAS, the Board of Directors of the District has determined that it is an appropriate use of District funds to financially assist the City with this project and has budgeted an amount not to exceed \$140,000.00 for this purpose; and

WHEREAS, the City desires to receive the aforementioned funding to construct the City Park drainage improvements and is willing to comply with all terms and considerations set forth in the Intergovernmental Agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, approve an Intergovernmental Agreement between the City of Show Low and the Navajo County Flood Control District, for flood control project funding for the Show Low City Park Drainage Detention Project.

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

PASSED AND ADOPTED this 7th day of November 2023, by the Mayor and Council of the City of Show Low, Arizona.

John Leech Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

Intergovernmental Agreement for Flood Control Project Funding

THIS INTERGOVERNMENTAL AGREEMENT is entered into as of October 24, 2023 ("Effective Date") by and between the Navajo County Flood Control District, a special taxing district organized pursuant to Title 48, Chapter 21 of the Arizona Revised Statutes ("the District"), and the City of Show Low, an Arizona municipal corporation ("the City").

1. Premises.

- 1.1** The parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S § 11-952.
- 1.2** The City has identified an area within its boundaries where its stormwater system is not functioning properly.
- 1.3** The City has engaged the services of Ironside Engineering & Development (IE&D) for two items:
 1. Determine the cause(s) of flooding due to the inadequate stormwater system
 2. Design a detention basin to help reduce flooding in the residential areas downstream from Show Low City Park in Navajo County.
- 1.4** The City is ready to proceed with construction on the City Park Drainage Improvement Project to correct the stormwater drainage deficiencies and the City is requesting \$140,000 financial assistance from the Navajo County Flood Control District.
- 1.5** The City of Show Low shall bid this project, based on a preliminary cost estimate and provide Navajo County Flood Control District with a copy of the executed contract with the contractor. The District will reimburse the City based on paid invoices to the Contractor not to exceed \$140,000. Payments to the City will be consistent with progress payments made to the Contractor and within 30 days.
- 1.6** The District is authorized by A.R.S § 48-3603(C)(3) to contract and join with a municipality such as the City "in acquiring constructing, maintaining and operating flood control works, and regulating floodplains."
- 1.7** The Board of Directors of the District has determined that it is an appropriate use of District funds to financially assist the City with this Project and has budgeted an amount not to exceed \$140,000 for this purpose, subject to the terms and conditions of this agreement.

2. The District's Obligations.

- 2.1** The District shall reimburse the City for eligible costs of this Project, up to a maximum reimbursement of \$140,000. Eligible costs are the actual expenses of construction materials and supplies and other contractual services directly associated with this Project, property acquisition directly associated with the Project, and construction and program management. The City's administrative and other internal expenses are not eligible costs, nor are the expenses of improvements not directly related to flood control such as landscaping.

3. Indemnification.

- 3.1** To the fullest extent permissible by law, the City shall indemnify, defend and hold harmless the District and its officers, employees and agents from and against any and all claims, actions, suits, liabilities, damages, losses and expenses arising out of the design, procurement, permitting and construction of the Project or the subsequent maintenance, repair or operation of Project facilities.

4. General.

- 4.1.1** This Agreement shall be effective as of the Effective Date and shall remain in effect until this Project has been substantially completed.
- 4.1.2** Requests for reimbursement, payment and other communications relating to this Agreement shall be sent to the intended recipient at the following address. Either party may specify a different address by written notice to the other party:

If to the District:

William R. Bess, P.E., CFM
Navajo County Flood Control District
P.O. Box 668, Holbrook, AZ 86025
Phone (928) 524-4106
William.Bess@navajocountyaz.gov

If to the City:

William Kopp, P.E., CFM
Public Works Director
180 N. 9th Street, Show Low, AZ. 8901
Phone (928) 532-4081
bkopp@showlowaz.gov

- 4.1.3** In the event of any dispute arising out of this Agreement, the parties agree to make a good faith attempt to informally resolve or mediate the dispute before submitting the matter to arbitration pursuant to the provisions of A.R.S § 12-1518.
- 4.1.4** Each party warrants that this Agreement has been duly authorized by its governing body, that the officials executing this Agreement on its behalf have been duly

authorized to do so, and that when so executed this Agreement shall constitute a valid and binding obligation of the parties.

4.1.5 The provisions of A.R.S § 38-511 are incorporated herein by this reference.

4.1.6 This Agreement constitutes the entire understanding between the parties with respect to its subject matter, superseding any prior or contemporaneous agreements, whether oral or written, concerning the same subject matter. This Agreement may be amended only by a written document which expressly refers to it and is executed with the same formality by both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

NAVAJO COUNTY FLOOD
CONTROL DISTRICT

By: _____
Chairman, Board of Directors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM AND AUTHORITY:

Attorney for the Flood Control District

CITY OF SHOW LOW

By: _____
Mayor

ATTEST:

City Clerk

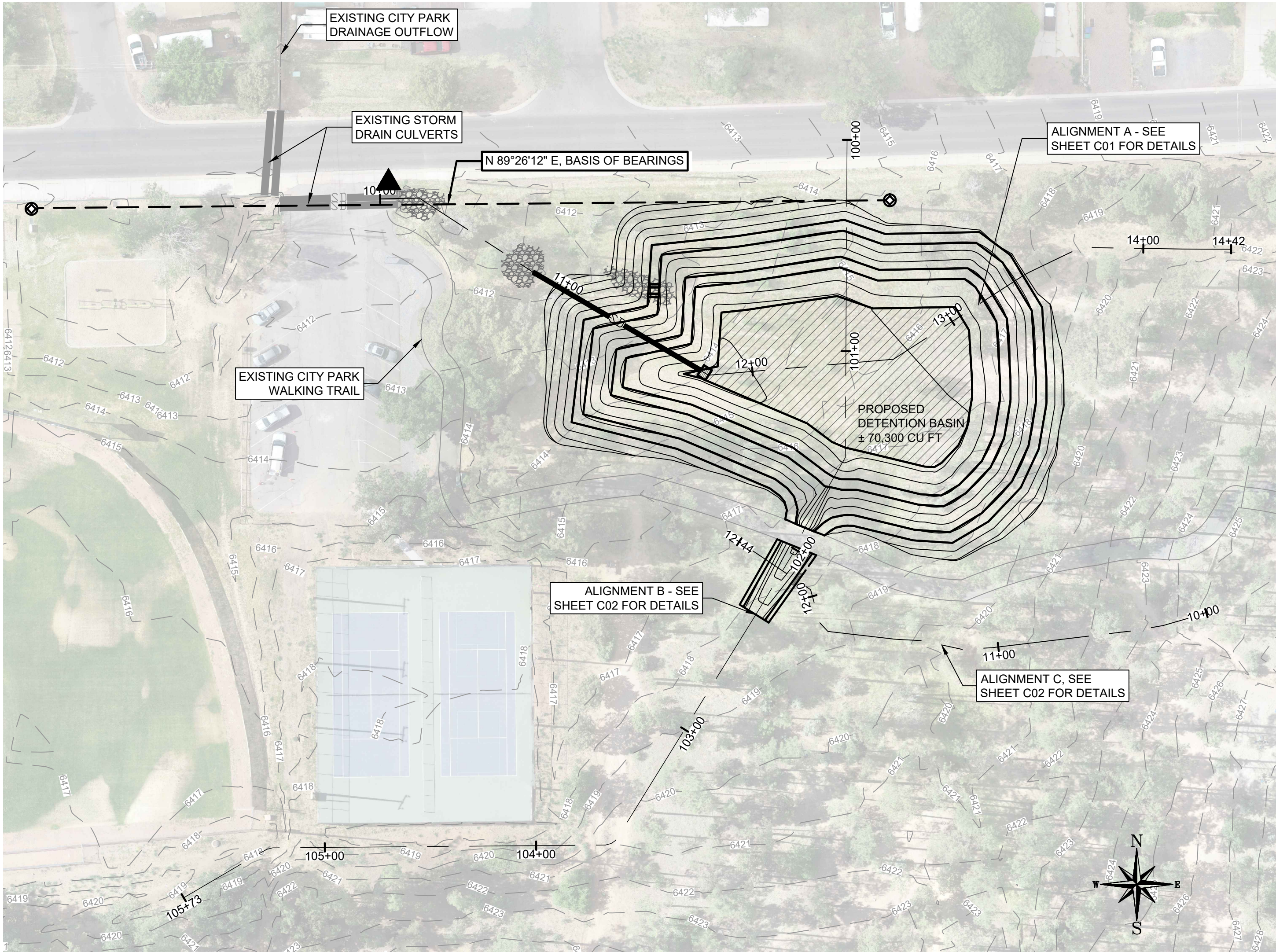
APPROVED AS TO FORM AND AUTHORITY:

Attorney for the City

ENGINEER'S NOTES

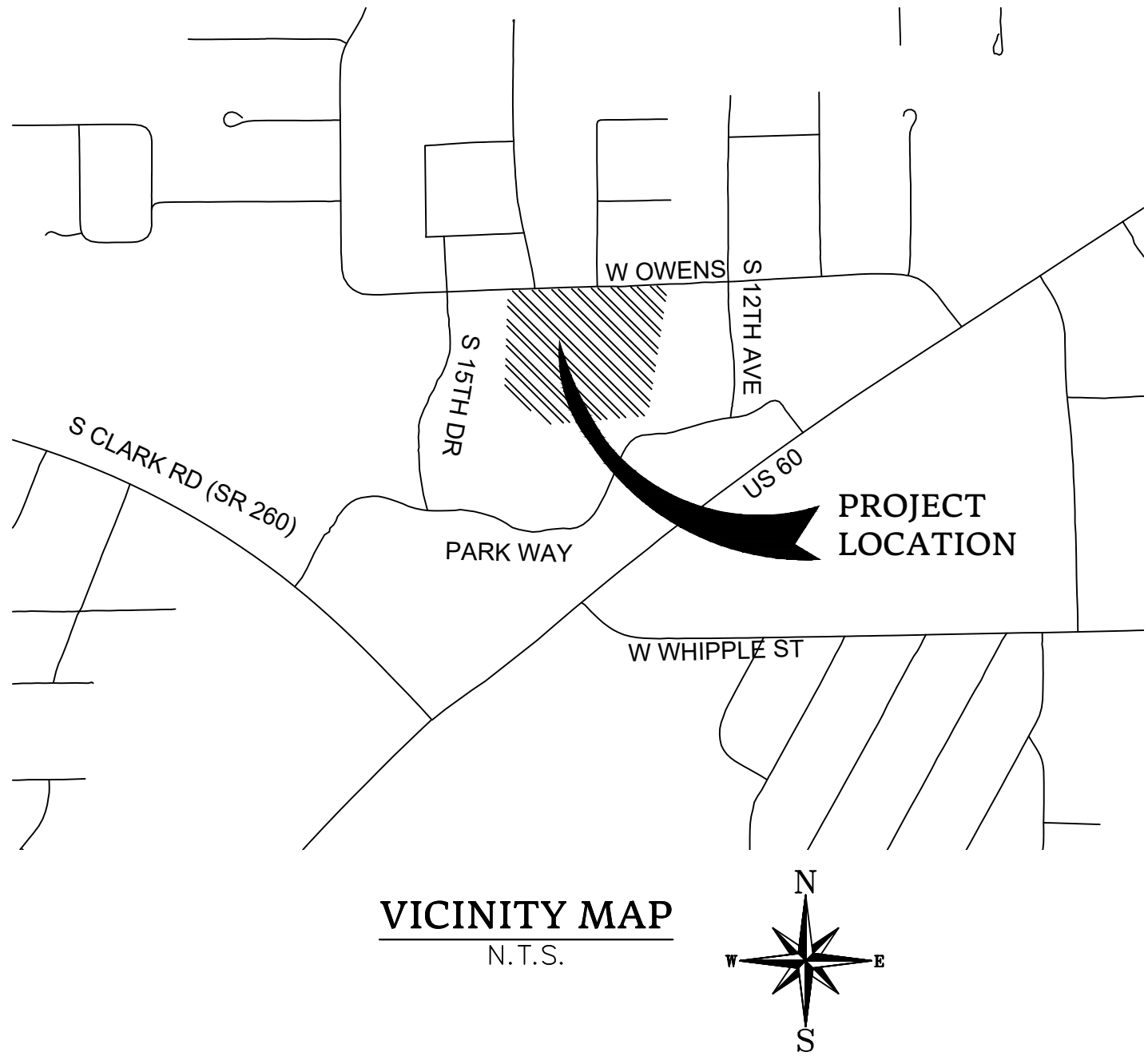
1. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, AND CITY OF SHOW LOW (COSL) SPECIFICATIONS AS APPLICABLE.
2. STANDARD DETAILS REFER TO THE MAG STANDARD DETAILS OR COSL SUPPLEMENTAL SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION UNLESS OTHERWISE NOTED OR MODIFIED ON PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THEIR RESPECTIVE AGENCIES. ARIZONA NDES IS REQUIRED.
4. THE CONTRACTOR SHALL COMPLY TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL SAFETY CODES, RULES AND REGULATIONS, AND REQUIREMENTS SHALL BE OBSERVED AND COMPLIED TO AT ALL TIMES DURING CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND LEGAL DISPOSAL OF ALL WASTE MATERIAL AND CONSTRUCTION DEBRIS SUCH AS OLD CULVERTS, BROKEN CONCRETE, ETC.
6. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS AND REQUIREMENTS OF THE WORK.
7. ALL EXISTING UTILITY LINES SHOWN ON THE PLANS ARE FROM AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DETERMINING AND VERIFICATION OF ACTUAL FIELD LOCATIONS OF PUBLIC UTILITIES BEFORE STARTING CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND PIPELINES, UTILITIES AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO RETAIN, PROTECT, AND AVOID DAMAGE TO SUCH. THE ENGINEER AND/OR OWNER WILL NOT GUARANTEE ANY LOCATIONS SHOWN ON THE PLANS, OR THOSE OMITTED. POT HOLE PER BLUESTAKE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE REMOVAL, CONNECTION TIE-IN'S AND/OR REPLACEMENT OF ALL EXISTING UTILITIES WITH THE RESPECTIVE UTILITY COMPANY(S).
10. ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS, CONTRACT DOCUMENTS, AND PLANS.
11. ANY FUTURE IMPROVEMENTS SHOWN HEREON SHALL REQUIRE A SEPARATE PERMIT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARATION OF EROSION PROTECTION PLAN AND IMPLEMENT SAID PLAN FOR THE PROTECTION OF SITE AND ADJACENT PROPERTIES DURING CONSTRUCTION. THE EROSION PROTECTION PLAN IS SUBJECT TO APPROVAL OF THE ENGINEER. ANY POINTS OF DRAINAGE CONCENTRATION SHALL BE PROTECTED AGAINST EROSION AND SILT. AZPDES IS REQUIRED. DOCUMENTATION TO BE PROVIDED TO COSL.
13. ANY WORK AND MATERIAL NOT IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
14. THE CONTRACTOR SHALL KEEP SUITABLE EQUIPMENT ON-HAND AT THE JOB SITE FOR MAINTAINING DUST CONTROL AND SHALL CONTROL DUST AS DIRECTED BY THE OWNERS REPRESENTATIVE.
15. NO JOB WILL BE CONSIDERED COMPLETE UNTIL ALL CLEANUP IS COMPLETED, INCLUDING, BUT NOT LIMITED TO, CURBS, PAVEMENTS AND SIDEWALKS SWEEP CLEAN OF ALL DIRT AND DEBRIS.
16. SHOULD THE CONTRACTOR ENCOUNTER, DURING HIS OPERATIONS, ANY ARCHEOLOGICAL OF HISTORICAL FINDINGS, HE SHALL IMMEDIATELY CEASE OPERATIONS IN THE LOCATION AND NOTIFY THE OWNER.
17. ANY REVISIONS TO THE APPROVED PLANS SHALL BE SUBMITTED TO THE COSL ENGINEERING DEPARTMENT FOR REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES, CONFLICTS, ETC. FOUND WITHIN THIS DRAWING SET, APPLICABLE SPECIFICATIONS, AND DETAILS.
19. THE FIELD SURVEY FOR THIS PROJECT WAS COMPLETED ON 5-08-23 AND THE DESIGN HEREIN IS BASED ON THE FIELD CONDITIONS AS WAS PRESENT ON THAT DATE.
20. UTILITY LOCATIONS SHOWN HEREON ARE PER BLUESTAKE AND DO NOT INCLUDE POTENTIAL PRIVATE UTILITY LINES
21. ALL EARTHWORK SHALL BE CONDUCTED IN ACCORDANCE WITH STANDARD CURRENT MAG SPECIFICATIONS, PART 200 OR AS SPECIFIED ON PLANS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CLEARING, STRIPPING, GRUBBING, TREE REMOVALS, AND SUMPING WITHIN AREAS OF NEW IMPROVEMENTS. ALL CLEARING AND WASTE MATERIAL SHALL BE REMOVED FROM SITE AT CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES OF MATERIAL TO BE REMOVED, SUCH AS TREES AND STUMPS.
23. AREAS UNDERLYING STRUCTURAL IMPROVEMENTS, INCLUDED BUT NOT LIMITED TO, PAVEMENT, NEW BUILDING, CURB, AND ALL TREES AND NATURAL VEGETATION OUTSIDE OF CLEARING LIMITS SHALL BE RETAINED AND PROTECTED. SIDEWALK SHALL BE STRIPPED OF 6 INCHES EXISTING MATERIAL OR AS DETERMINED BY THE ENGINEER.
24. RETAIN AND PROTECT TREES AS PRACTICAL PER COSL DIRECTION. TREE SIZES AND LOCATIONS SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY AND ARE NOT A COMPLETE REPRESENTATION OF TREE LOCATIONS WITHIN PROJECT LIMITS.

IMPROVEMENT PLANS
FOR
CITY PARK DRAINAGE IMPROVEMENTS
CITY OF SHOW LOW, ARIZONA
LOCATED IN SECTION 19, TOWNSHIP 10 NORTH, RANGE 22 EAST, G. & S.R.M.,
CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA



VICINITY AND KEY MAP
1" = 40'

LEGEND		
LINETYPES	SYMBOLS	HATCH PATTERNS
— W —	⊗	EXISTING ASPHALT
— G —	⊗	PROPOSED BASIN
— SS —	⊗	
— UE —	⊗	
— TEL —	⊗	
— □ —	⊗	
— → —	⊗	
— 6380 —	⊗	
— SD —	⊗	
— SD —	⊗	
— → —	⊗	
— 6380 —	⊗	
EXISTING WATER LINE	⊗	EXISTING WATER METER
EXISTING GAS LINE	⊗	EXISTING WATER VALVE
EXISTING SANITARY SEWER LINE	⊗	EXISTING UTILITY POLE
EXISTING UNDERGROUND ELECTRIC LINE	⊗	EXISTING ELECTRIC BOX
EXISTING TELECOMMUNICATION LINE	⊗	EXISTING LIGHTING POLE
EXISTING FENCE LINE	⊗	EXISTING TELECOMMUNICATION BOX
EXISTING FLOWLINE	⊗	EXISTING SEWER MANHOLE
EXISTING CONTOUR LINE	⊗	EXISTING SEWER CLEANOUT
EXISTING STORM DRAIN	⊗	
PROPOSED STORM DRAIN	⊗	
PROPOSED FLOWLINE	⊗	
PROPOSED CONTOUR LINES	⊗	
	⊗	PINE TREE
	⊗	JUNIPER TREE



UTILITY PROVIDERS

Water	City of Show Low
Sewer	City of Show Low
Electric	APS
Gas	Unisource Energy
Telephone	Frontier
TV	Cable One
Irrigation	Show Low Irrigation

OWNER

City of Show Low
180 N 9th Street
Show Low, Arizona 85901
928-532-4080

ENGINEER

Ironside Engineering & Development, Inc.
P.O. Box 1358
Show Low, Arizona 85902
(928)532-0880

FLOODPLAIN

NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD ZONE ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NUMBER 04017C4706E, SEPTEMBER 26, 2008.

ESTIMATED QUANTITIES

DESCRIPTION	QUANT	UNIT
INSTALL 24" Ø HDPE	92	LF
EARTHWORK - CUT	2308	CY
EARTHWORK - FILL	756	CY
RIP RAP	30	CY
CATCH BASIN STRUCTURE	1	EA
PATH BRIDGE STRUCTURE	1	EA

DRAWING INDEX

SHT	DWG	DESCRIPTION
GENERAL		
01	G01	COVER SHEET
CIVIL		
02	C01	DRAINAGE PROFILE
03	C02	DRAINAGE PROFILE
DETAIL		
04	D01	DETAILS

BENCHMARK

A 2" Aluminum cap, stamped IE&D Control, located at the East edge of the park parking lot entrance as shown hereon. Elevation = 6411.41

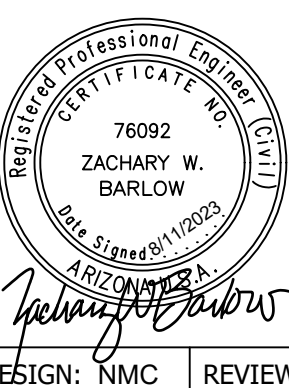
BASIS OF BEARINGS (B.O.B.)

A line between two aluminum caps, stamped IE&D Control, one near a water hotbox on the south side of the intersection of W Owens and S 14th Dr and one on the south side of W Owens, approximately 145' east of the intersection of S 13th Dr, approximately 15' south of the back of sidewalk, bears North 89° 26' 12" East, and all bearings herein are relative thereto.



CITY PARK DRAINAGE IMPROVEMENTS

COVER SHEET

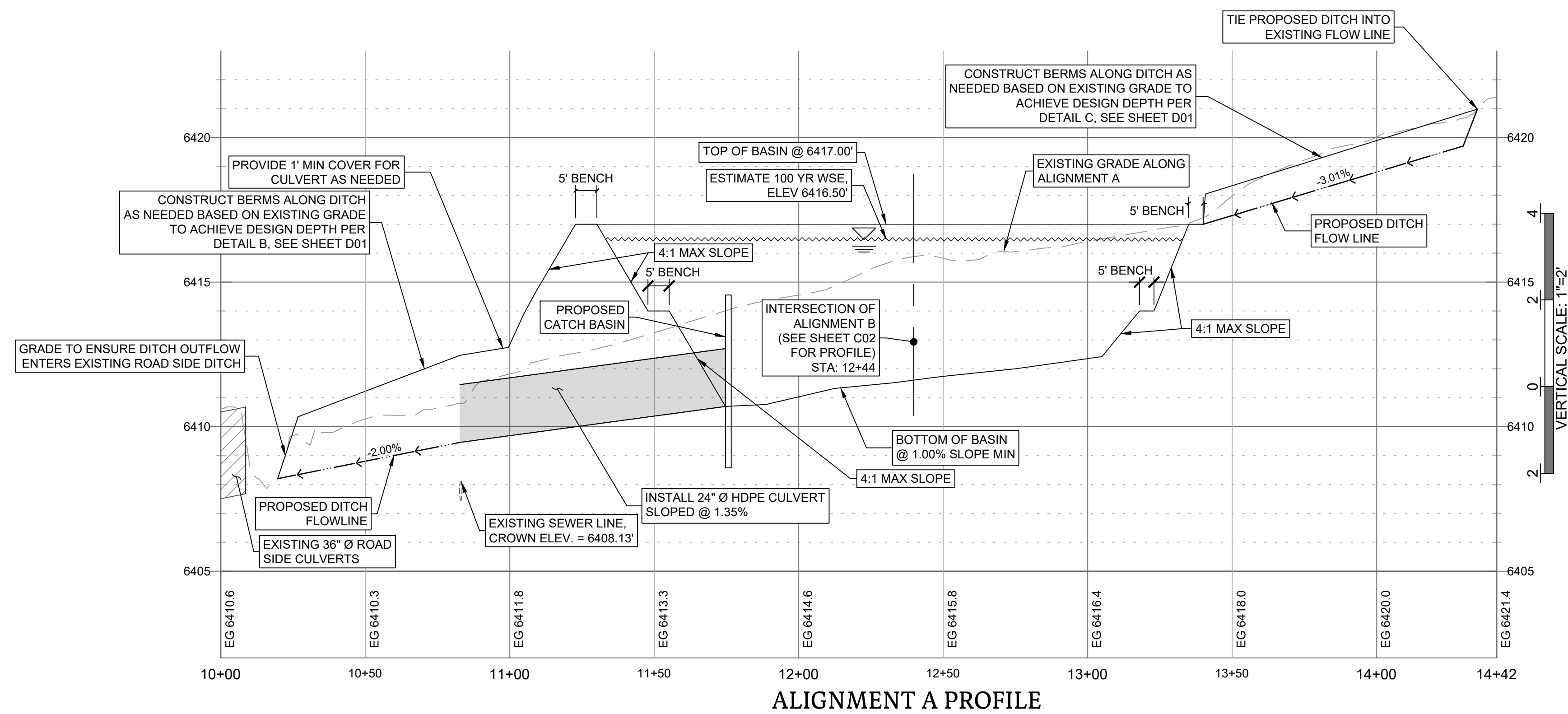
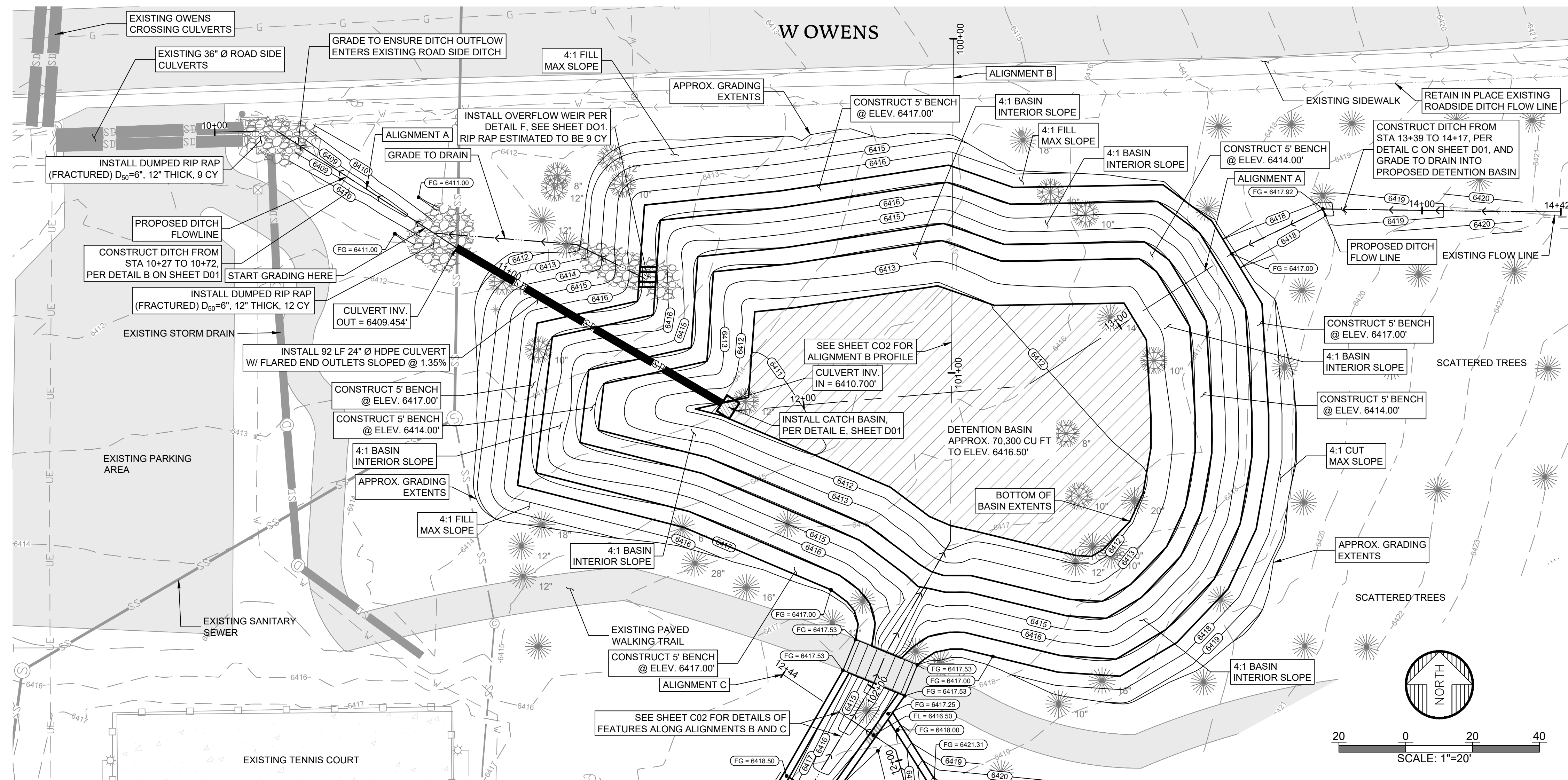


IRONSIDE
ENGINEERING & DEVELOPMENT

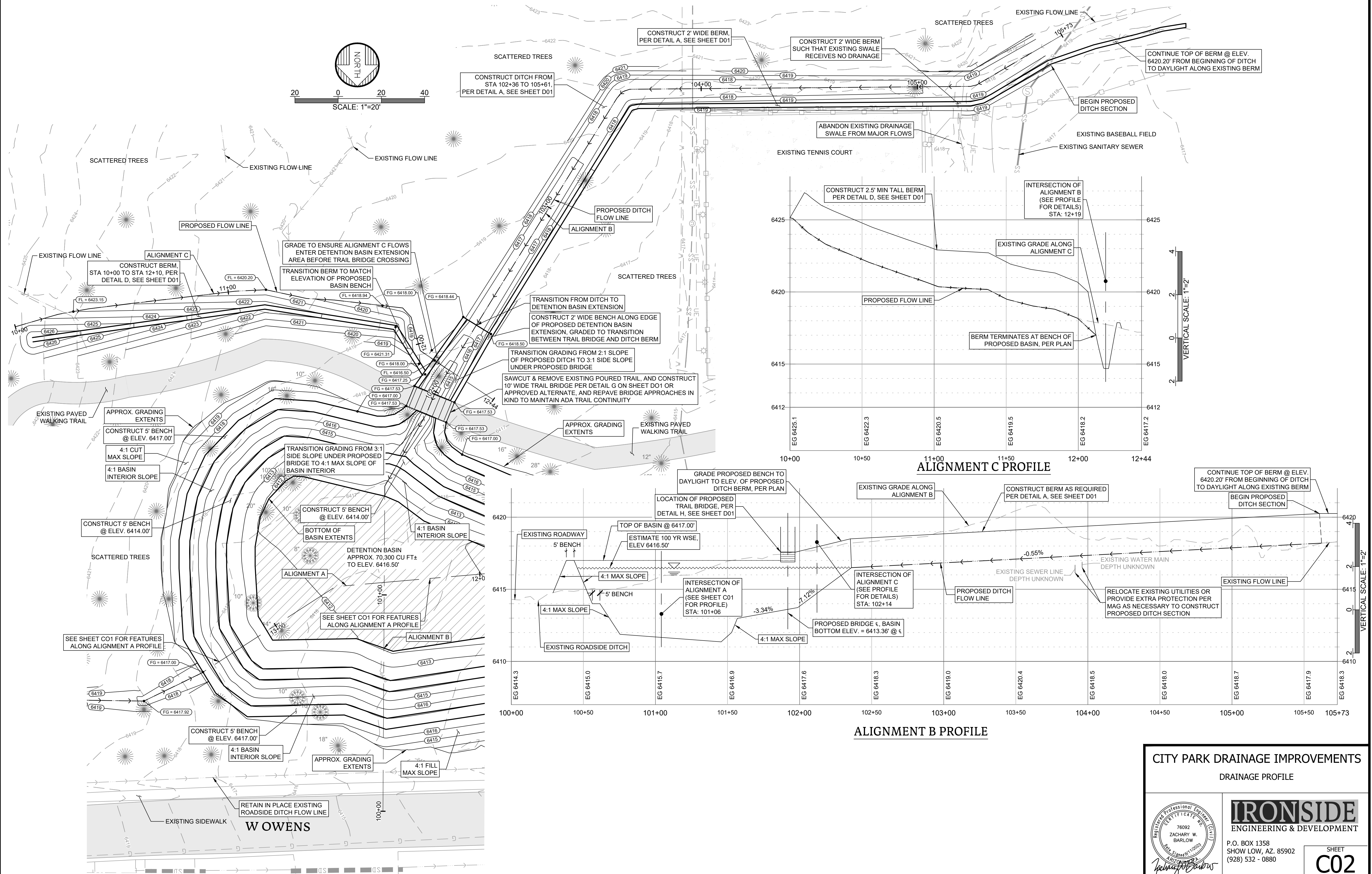
P.O. BOX 1358
SHOW LOW, AZ. 85902
(928) 532 - 0880

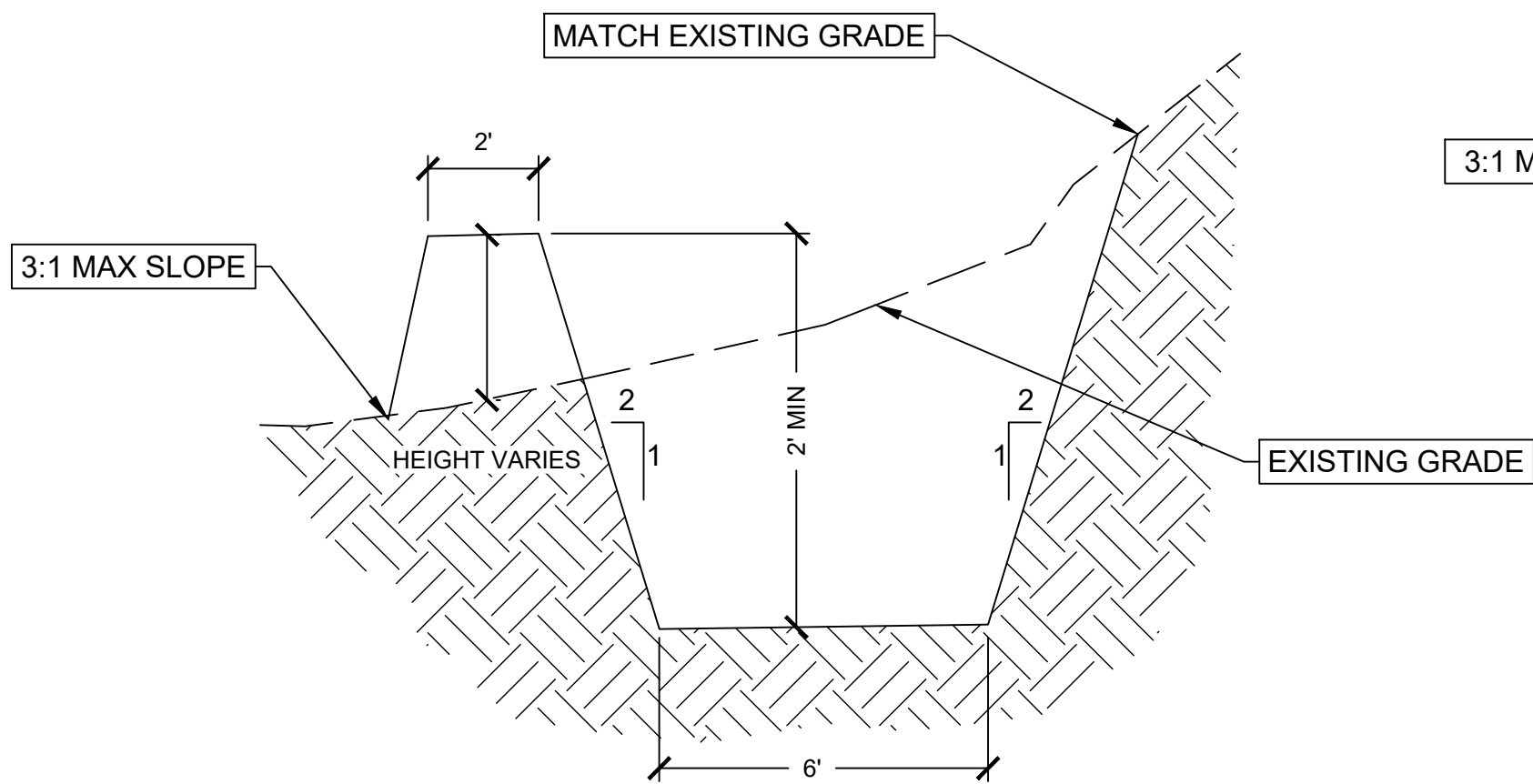
SHEET
G01

DESIGN: NMC REVIEWED: ZWB DATE: 08.11.2023 01 OF 04

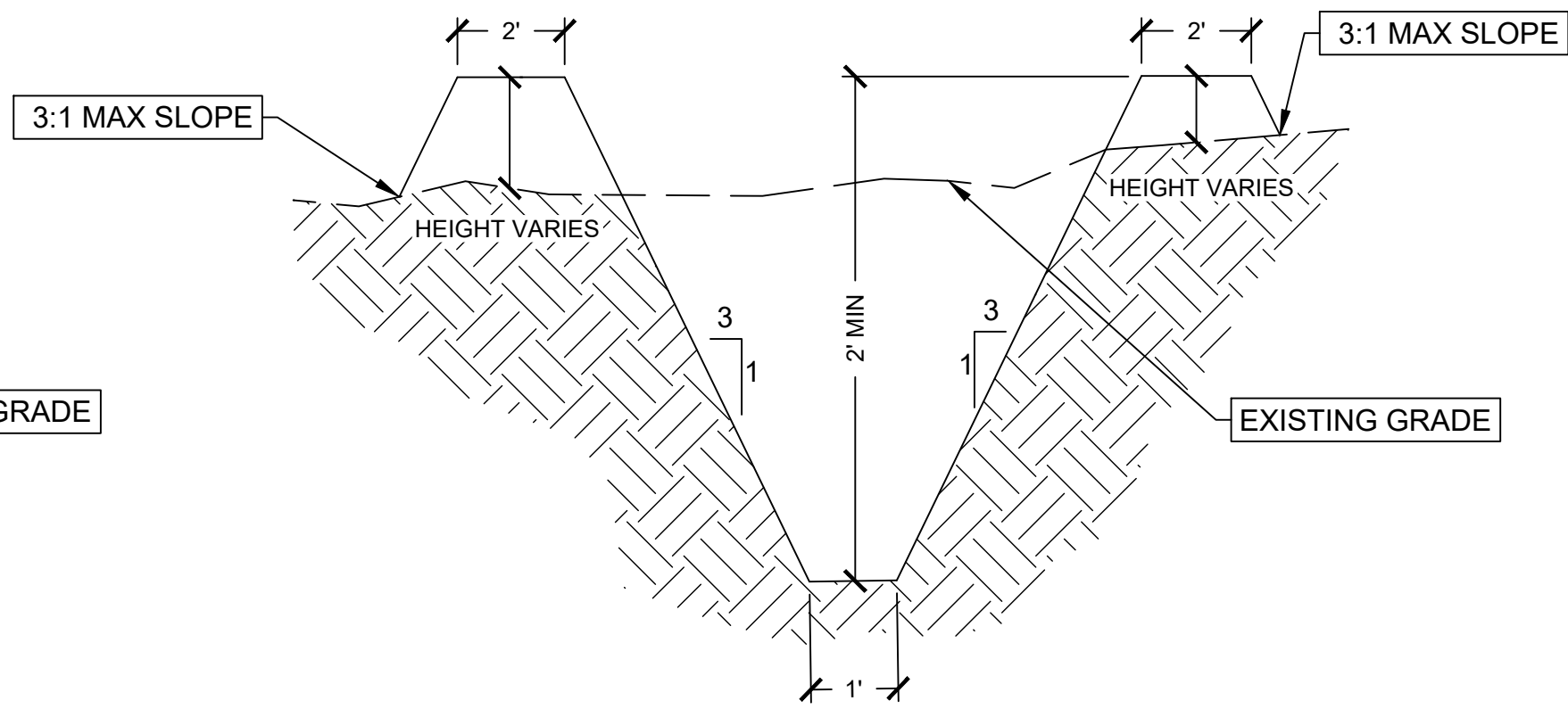


CITY PARK DRAINAGE IMPROVEMENTS DRAINAGE PROFILE		
	IRONSIDE ENGINEERING & DEVELOPMENT	
	P.O. BOX 1358 SHOW LOW, AZ. 85902 (928) 532 - 0880	
SHEET C01		02 OF 04
DESIGN: NMC	REVIEWED: ZWB	DATE: 08.11.2023

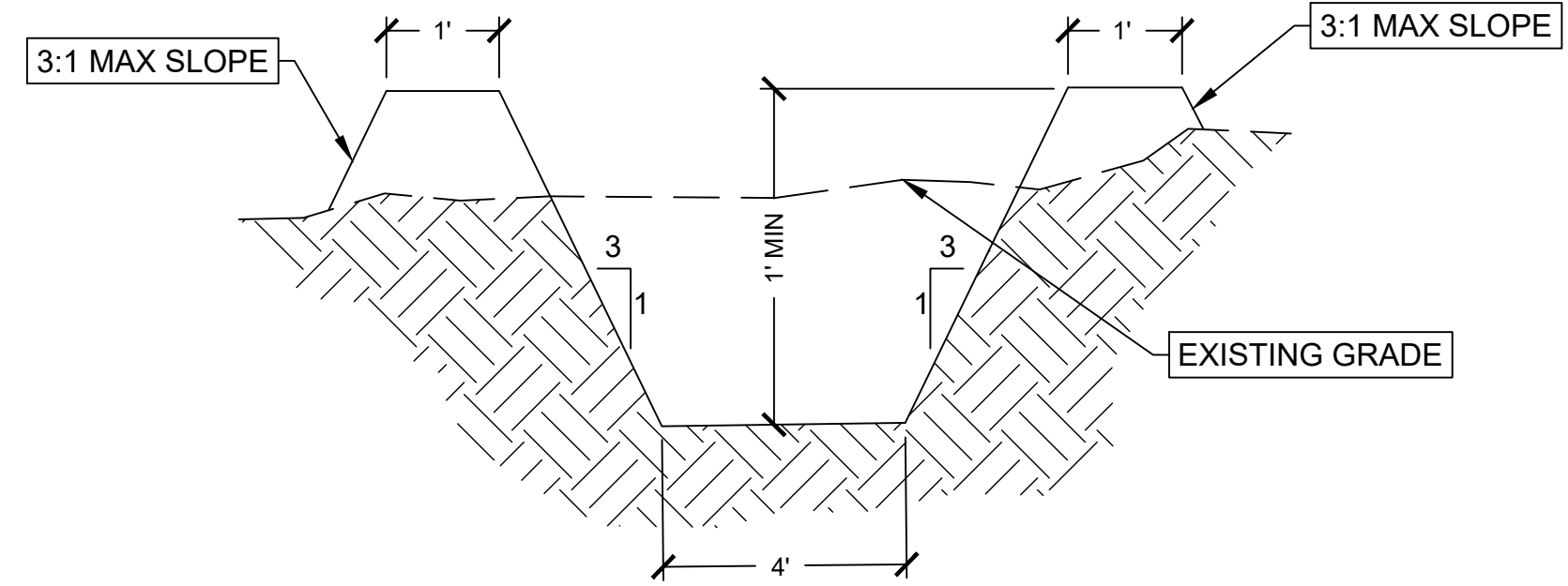




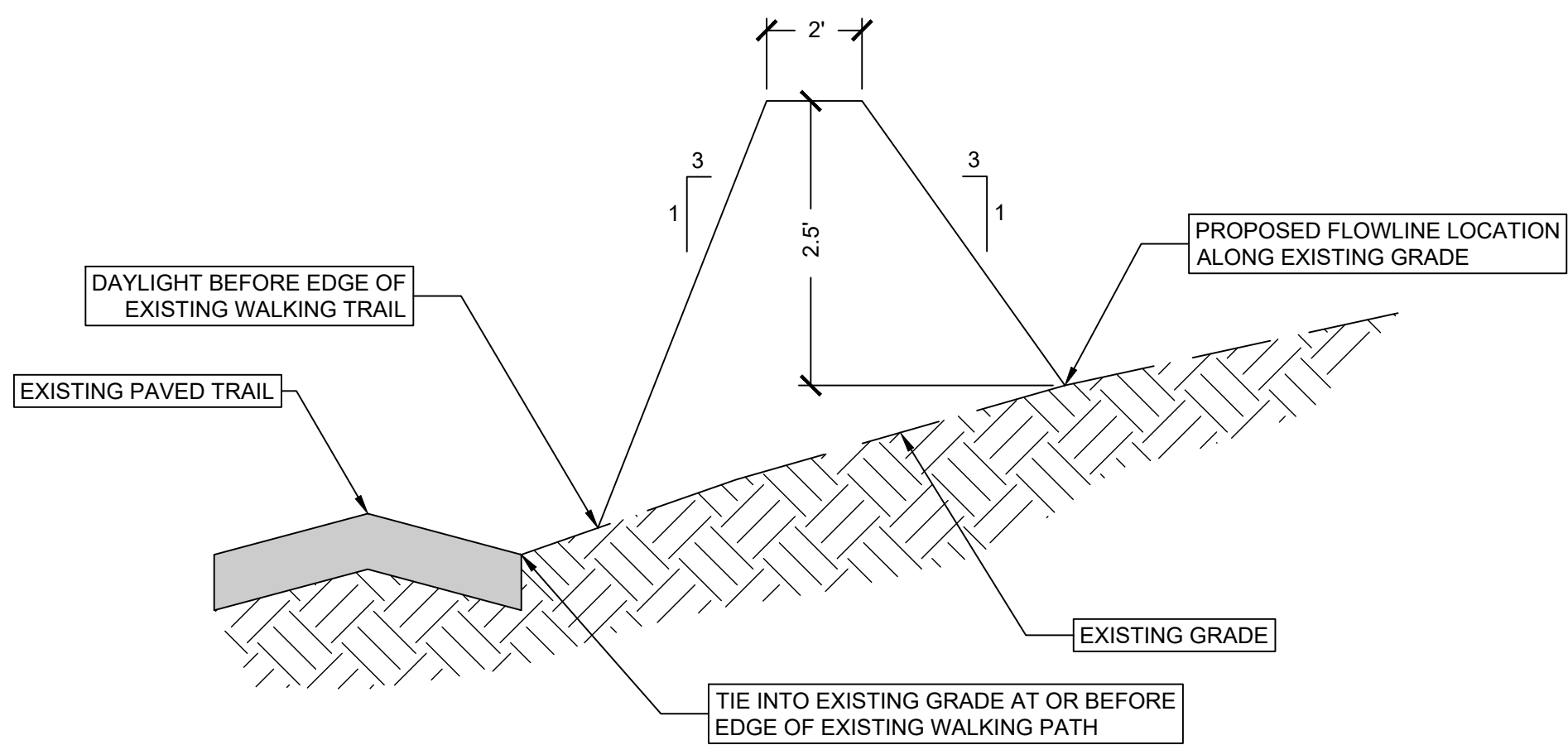
A TYPICAL 2:1 SLOPED DITCH W. BENCH
N.T.S.



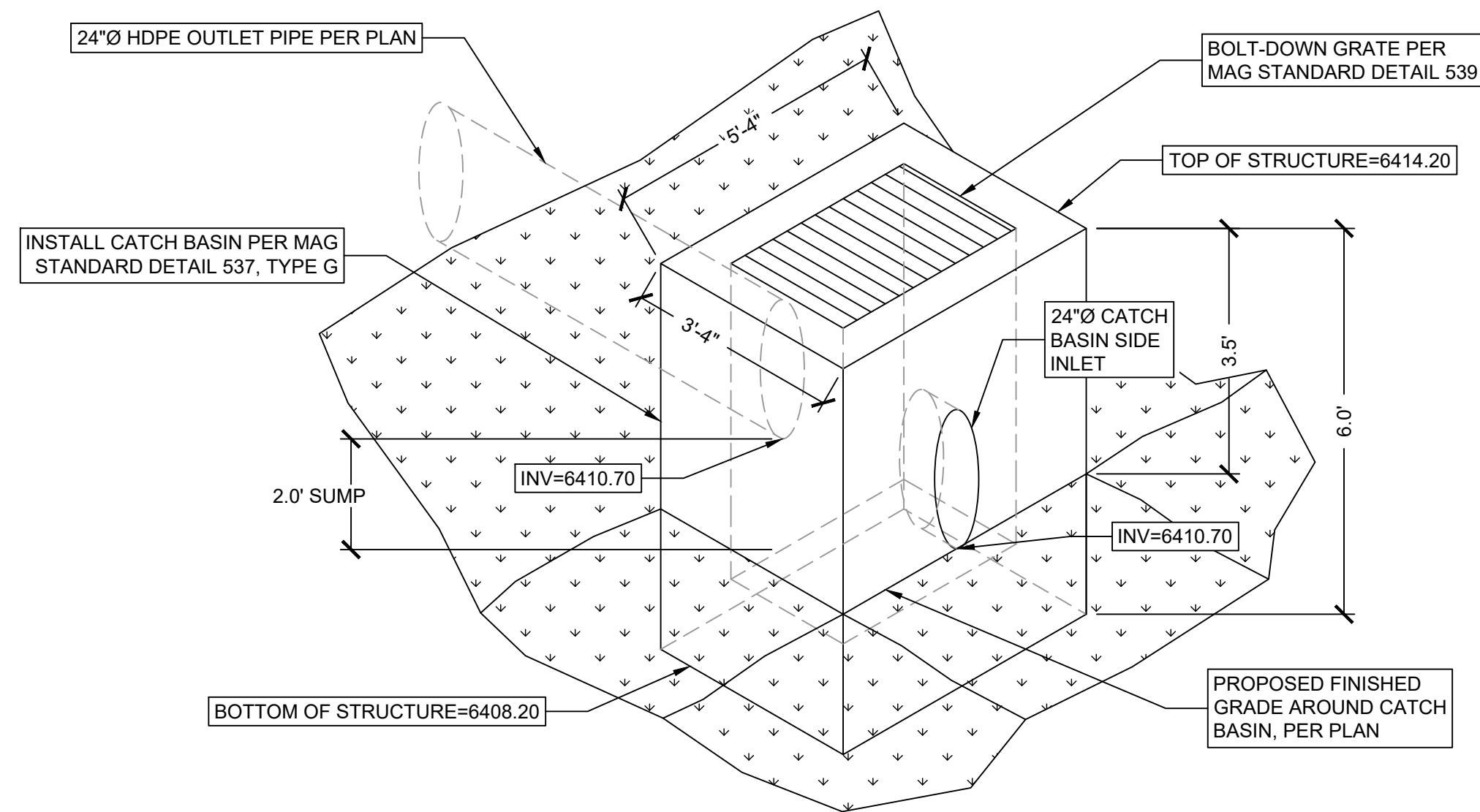
B SMALL DITCH (1' WIDE BOTTOM)
N.T.S.



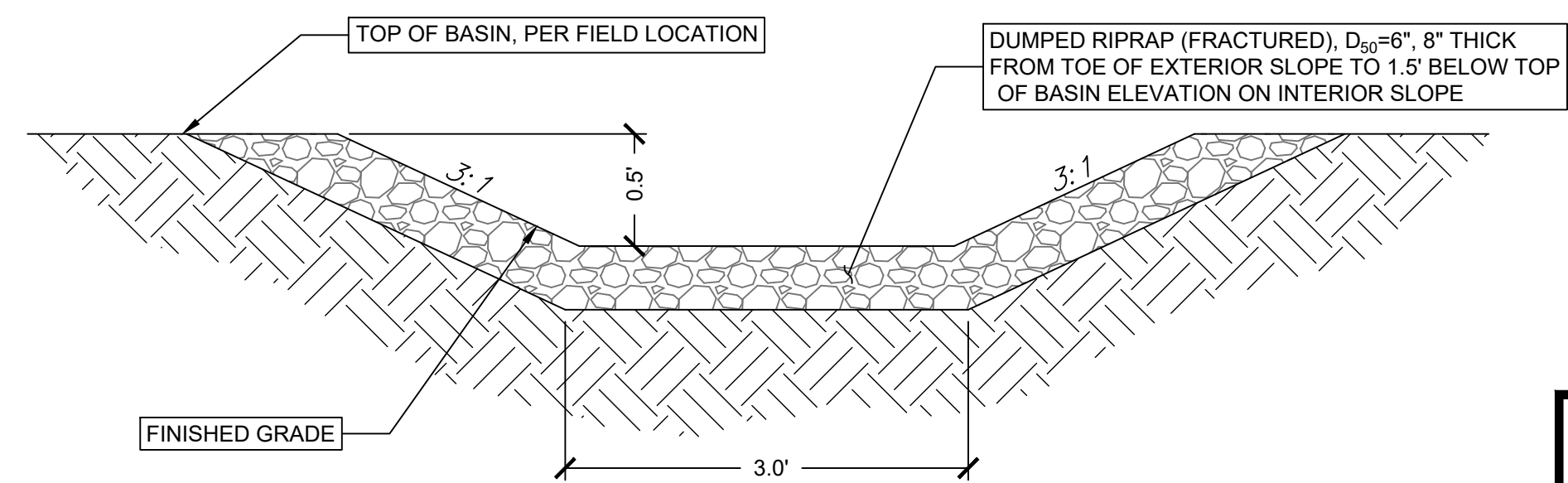
C SMALL DITCH (4' WIDE BOTTOM)
N.T.S.



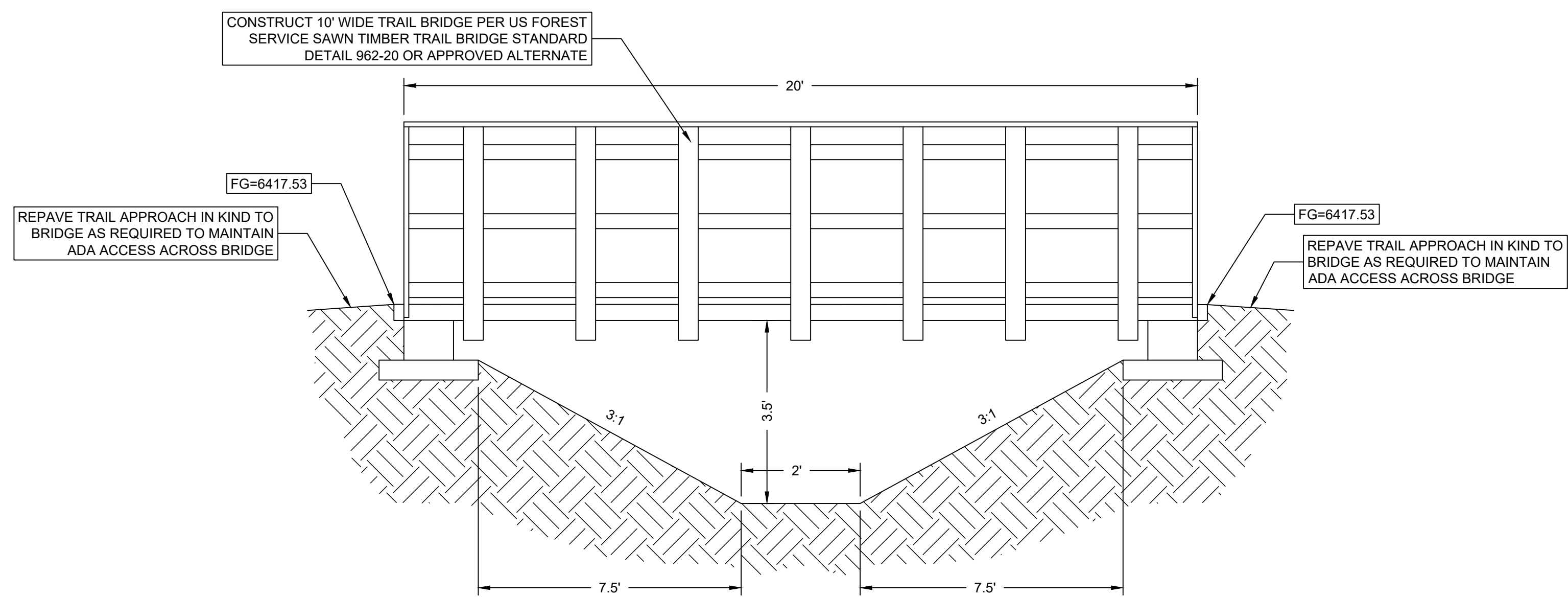
D TYPICAL BERM WITH FLOWLINE DETAIL
N.T.S.



E DETENTION BASIN OUTLET STRUCTURE
N.T.S.



F EMERGENCY OVERFLOW WEIR
N.T.S.



G NAIL-LAMINATED TIMBER TRAIL BRIDGE CROSS SECTION
N.T.S.

CITY PARK DRAINAGE IMPROVEMENTS
DETAILS

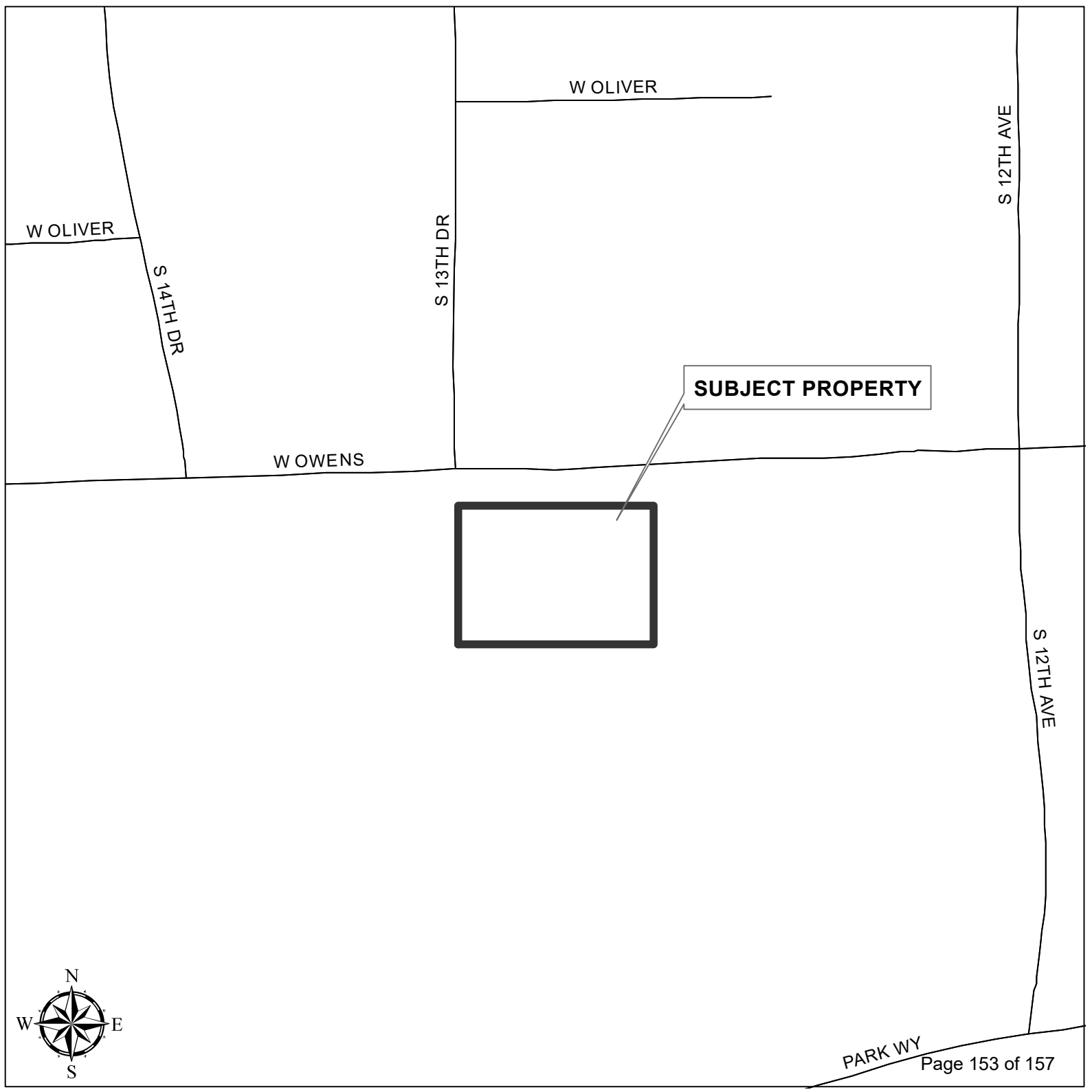
IRONSIDE
ENGINEERING & DEVELOPMENT

76092
ZACHARY W.
BARLOW
Professional Engineer
Arizona
Date: 08/11/2023

P.O. BOX 1358
SHOW LOW, AZ. 85902
(928) 532 - 0880

DESIGN: NMC REVIEWED: ZWB DATE: 08.11.2023

SHEET
D01
04 OF 04



W OLIVER

S 12TH AVE

W OLIVER

S 14TH DR

S 13TH DR

W OWENS

SUBJECT PROPERTY

S 12TH AVE



PARK WY



W OLIVER

S 14TH DR

S 13TH DR

W OLIVER

S 12TH AVE

W OWENS

SUBJECT PROPERTY

S 12TH AVE

PARK WY



**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Award of Construction Contract for Aquatic Center Restroom Remodel, City of Show Low Project No. FM-3424 (Bill Kopp)

RECOMMENDATION

I **MOVE** to award the construction contract for the Aquatic Center Restroom Remodel, City of Show Low Project No. FM-3424 to LD&B, LLC, in an amount not to exceed \$52,362.33 and authorize the associated budget transfers.

BACKGROUND

The 2024 City of Show Low Budget includes funding for a remodel of two restrooms at the Show Low Aquatic Center. The two small restrooms will be combined into one larger family restroom to serve disabled persons and parents with small children.

The improvements include new plumbing fixtures, a shower, partitions, wallboard, paint, re-finishing concrete floors, lighting, doors, paper and soap product dispensers, an adult changing station, and other necessary appurtenances. The scope will include necessary demolition and disposal of generated waste materials. In-slab and in-wall plumbing will need to be reconfigured. This work is planned to be completed during the annual maintenance shutdown of the aquatic center from November 27 to December 26. The successful bidder is also responsible for preparing permitable plans for the construction.

A request for proposals was advertised per statutory requirements, and two were received. The proposal was evaluated based on cost, value, and experience. A schedule of values for the restroom was also submitted as a part of the contractor's proposal.

<u>Contractor</u>	<u>Total Bid</u>
LD&B, LLC	\$52,362.33
Pointe Companies, Inc.	\$65,265.88

Staff recommends awarding the construction contract for Show Low Aquatic Center Restroom Remodel Project No. FM-3424, to LD&B, LLC, in an amount not to exceed \$52,362.33, and authorizing the associated budget transfers.

ATTACHMENTS

1. Schedule of Values

FISCAL IMPACT

Anticipated cost:\$ 52,362.33

Funding source (account no.): Family/ADA Restroom Remodel (11-785-495-7310-0000/7852414)

Description	Account	Approved Budget	Transfer	Amended Budget
Capital Carryover	11-402-495-7000-0000	\$97,472	(13,363)	\$84,109
Aquatic Improvements/Family ADA Bathroom	11-785-495-7310-0000/7852414	\$39,000	13,363	\$52,363
Total		\$136,472		\$136,472

LD&B, LLC.

PO Box 269 Show Low AZ 85902

Letner Design & Build

www.ld-b.com

Show Low Aquatic Center Restroom Remodel Project # FM-3424

City of Show Low

October 26, 2023

Show Low Aquatic Center Restroom Remodel

Below is a list of items INCLUDED in this Proposal based on the plans and specification provided the City of Show Low

• Building Demo and Removal	\$1,725.00
• Cut Concrete Floor and Remove	\$1,150.00
• Concrete Pour Back	\$2,530.00
• Complete Plumbing	\$6,325.00
• Complete Electrical	\$4,025.00
• Ceramic Tile Walls and Shower	\$6,641.25
• Complete Paint	\$1,380.00
• 1 Interior Door	\$2,070.00
• Provide all necessary equipment and tools and consumables.	\$1,725.00
• Handi Cap Accessible Hardware	\$4,370.00
• Adult Changing Station	\$8,050.00
• Rental Equipment	\$900.00
• Construction Drawings	\$3,225.00
• Overhead and General Conditions	\$5,752.50
• Sales Tax	\$2,493.58

The Estimate Total is: \$52,362.33

Letner Design & Build

jletner@ld-b.com

AZ ROC 294538

928.487-0100

PO BOX 269 Show Low AZ 85902

www.ld-b.com