

SHOW LOW CITY COUNCIL
REGULAR MEETING - TUESDAY, SEPTEMBER 15, 2026

PURSUANT to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, September 15, 2026, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

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

5. **CALL TO THE PUBLIC:**

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

6. **SPECIAL EVENTS:**

- A. Presentation of Outstanding Service Award to Thomas Hakenewerth
- B. Presentation of Buena Vista Trailhead by Jason Moore with Save the Buena Vista Foundation
- C. Presentation of Safety Action Plan by Greenlight Traffic Engineering

7. **CONSENT CALENDAR:**

- A. Proclamation by the Mayor Proclaiming September 17 through 23, 2026 as **CONSTITUTION WEEK** in the City of Show Low (Rachael Hall)
- B. Consideration of Resolution No. R2026-24 Authorizing City Clerk or Designee to Act on Behalf of City Council Regarding Certain Liquor License Applications (Rachael Hall)
- C. Consideration of Acceptance of Arizona Department of Transportation Grant Agreement E7S2G-01C to Replace Aviation Weather Observation System at Show Low Regional Airport (Jacob Allen)
- D. Consideration of Acceptance of Federal Aviation Administration Grant Agreement (AIP) Project No. 3-04-0035-035-2026 for Crosswind Runway

Environmental Assessment (Jacob Allen)

E. Consideration of Non-Commercial Hangar Development and Ground Lease Agreement for Tallus Sol L.L.C. at Show Low Regional Airport (Jacob Allen)

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

1. Regular Meeting of September 1, 2026

8. **NEW BUSINESS:**

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

B. Consideration of Acceptance of Show Low Meadow Multi-Use Path Phase 3, City of Show Low Project No. 4021802 and Authorization of Scope Revision (Chris Reid)

C. Consideration of Award of Construction Contract for Pineglen Park Village Roadway Improvements, City of Show Low Project No. 50027029 and Authorization of Associated Budget Transfers (Chris Reid)

D. Consideration of Award of a Construction Contract for Taxiway Bravo Overlay, City of Show Low Project No. 75027023 and Authorization of Associated Budget Transfers (Chris Reid)

E. Consideration of Proposed Annual Performance Evaluation Process for Appointed Positions (Ashley Ryan)

9. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

B. Mayor

C. City Manager

10. **SCHEDULE OF MEETINGS:**

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

11. **ADJOURNMENT:**

SCHEDULED MEETINGS/EVENTS:

DATE	TIME	EVENT NAME
09/15/2026	6:00 PM	CITY COUNCIL - STUDY SESSION
09/15/2026	7:00 PM	CITY COUNCIL - REGULAR MEETING
09/22/2026	7:00 PM	P&Z COMMISSION - REGULAR MEETING

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Show Low makes a video or voice recording of a minor child, pursuant to

A.R.S. § 1-602(A)(9). The Show Low City Council regular meetings are recorded and may be viewed on the City of Show Low's website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

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

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

Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on Friday, September 11, 2026.



CITY OF SHOW LOW PROCLAMATION

Office of the Mayor and City Council

City of Show Low, Arizona

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

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

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

WHEREAS, the 239th commemoration of the adoption of the U.S. Constitution on September 17, 1787, provides a historic opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities; and

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

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

NOW, THEREFORE, I, John Leech, Jr., Mayor, on behalf of the Show Low City Council, do hereby join our state and nation and proclaim the week of **September 17 through 23, 2026**, as

♣ *Constitution Week* ♣

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

Dated this **15th** day of **September, 2026**.



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


Mayor John Leech, Jr.

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2026-24 Authorizing City Clerk or Designee to Act on Behalf of City Council Regarding Certain Liquor License Applications (Rachael Hall)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2026-24, authorizing the City Clerk or designee to review and approve, on behalf of the City Council, the following liquor license matters: acquisition of control applications, temporary or permanent extensions of premises/patio permits for recurring requests at a location previously approved by the City Council; and special event license applications for recurring events previously approved by the City Council, provided the event is not held on City-owned property.

BACKGROUND

At its October 17, 2017, meeting, the City Council considered the process for reviewing and approving certain liquor license applications. At that time, staff advised Council that the Arizona Department of Liquor Licenses and Control (DLLC) permitted local jurisdictions to designate staff to approve certain liquor license applications on behalf of the local governing body. Council subsequently authorized the City Clerk's Office to approve three categories of liquor license applications on behalf of the City Council: acquisition of control applications; temporary and permanent extensions of premises/patio permits for recurring events; and special event license applications for recurring events, with the exception of special events held on City-owned property. The motion passed unanimously. Since that authorization was adopted in 2017, the City has continued to process liquor license applications pursuant to the authority granted by Council.

Staff is recommending that Council adopt a formal resolution reaffirming and clarifying the delegation of authority to the City Clerk or designee. It has been recommended by other municipalities to formalize this process by way of resolution.

Arizona law expressly recognizes the authority of a local governing body's designee to act on certain liquor license matters. For acquisition of control applications, A.R.S. § 4-203(E) provides that the local governing body or its designee may provide the Arizona Department of Liquor Licenses and Control with a recommendation. Similarly, A.R.S. § 4-203.02(B) provides that a special event occurring in a city or town must be approved by the governing body or the governing body's designee before the Department may issue the special event license. For extensions of premises, A.R.S. § 4-207.03(A) expressly provides that the local governing body or its designee may review the application and provide an advisory recommendation to the Director of the Department of Liquor Licenses and Control. The DLLC has also specifically recognized that cities and towns may establish procedures allowing a designee to approve certain applications.

Staff recommends that the City Council adopt Resolution No. R2026-24, authorizing the City Clerk or designee to review and approve, on behalf of the City Council, the following liquor license matters: acquisition of control applications, temporary or permanent extensions of premises/patio permits for recurring requests at a location previously approved by the City Council; and special event license applications for recurring events previously approved by the City Council, provided the event is not held on City-owned property.

ATTACHMENTS

1. Resolution No. R2026-24
2. Approved Council Minutes from October 17, 2017

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2026-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, AUTHORIZING THE CITY CLERK OR DESIGNEE TO ACT ON BEHALF OF THE CITY COUNCIL REGARDING CERTAIN LIQUOR LICENSE APPLICATIONS

RECITALS:

WHEREAS, the City of Show Low, Arizona ("City"), is a municipal corporation organized and existing under the laws of the State of Arizona; and

WHEREAS, the Arizona Department of Liquor Licenses and Control ("Department") requires approval, review, or a recommendation from the local governing body for certain liquor license applications; and

WHEREAS, Arizona Revised Statutes § 4-203(E) provides that the local governing body, or the governing body's designee, may provide the Department with a recommendation concerning an acquisition of control application; and

WHEREAS, Arizona Revised Statutes § 4-203.02(B) provides that a special event occurring within a city or town must be approved by the governing body, or the governing body's designee, before the Department may issue a special event license; and

WHEREAS, Arizona Revised Statutes § 4-207.03(A) provides that the local governing body, or the local governing body's designee, may review an application for an extension of premises and provide an advisory recommendation to the Director of the Department; and

WHEREAS, the Department has recognized that a city or town may establish procedures allowing a designee to approve certain liquor license applications on behalf of the local governing body; and

WHEREAS, on October 17, 2017, the City Council authorized the City Clerk's Office to approve certain liquor license applications on behalf of the City Council, including acquisition of control applications, temporary and permanent extensions of premises/patio permits for recurring events, and special event license applications for recurring events, with the exception of special events held on City-owned property; and

WHEREAS, the City Council desires to reaffirm, clarify, and update that delegation of authority to provide for an efficient and consistent process for the review and approval of qualifying liquor license applications while reserving matters requiring discretionary consideration for action by the City Council.

ENACTMENTS:

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

Section 1. Delegation of Authority.

The City Council hereby designates the City Clerk, or the City Clerk's designee, to act on behalf of the City Council in reviewing and approving, or providing the applicable recommendation for the following liquor license applications submitted to the City: acquisition of control applications, temporary and permanent extensions of premises/patio permits for recurring events, and special event license applications for recurring events, with the exception of special events held on City-owned property.

Section 2. Effective Date.

This Resolution formalizes the City Council's October 17, 2017 approval and shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of September, 2026, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

ADDING AN EFFECTIVE DATE OF JANUARY 1, 2018; SECONDED BY MAYOR SEYMORE; PASSED 5 TO 1 WITH COUNCILMAN KELLEY CASTING THE DISSENTING VOTE.

8D. Consideration of Process and Approval of Certain Liquor License Applications. (Ann Kurasaki)

Ms. Kurasaki said at the October retreat, the City Council and staff discussed the approval process for three types of liquor licenses—special event applications, temporary and permanent extension of premises/patio permits, and acquisition of control applications. The Arizona Department of Liquor Licenses and Control (DLLC) allowed the staff of local jurisdictions to approve these types of licenses on behalf of the governing body. The exceptions were licenses that required posting the subject property giving notice of a public hearing before the Council, such as new, interim, or transfer permits for establishments serving alcohol. The DLLC's stated intention was to streamline and shorten the process for applicant filings.

Ms. Kurasaki said City staff was proposing that the Council allow staff to approve three types of liquor licenses without presenting them at a Council meeting for consideration:

- 1) An acquisition of control application, which was required by the DLLC following any change in the licensee's agent, ownership, or corporate structure.
- 2) A temporary or permanent extension of premises/patio permit application for a recurring request by the same organization at its currently licensed location, following the approval by the Council of the initial request.
- 3) A special event license application for a recurring event by the same organization at the same location, following the approval by the Council of the initial event. Staff's approval of a special event application would apply only to those recurring events held on property not owned by the City.

Ms. Kurasaki said staff would continue the practice of having the Show Low Police Department do a background check of all applicants involved in the application. Also, for recurring events, the Police Department would be asked to provide written confirmation that no problems or issues arose with the previous event before approval was granted.

COUNCILMAN CRITTENDEN MOVED TO AUTHORIZE THE CITY CLERK'S OFFICE TO APPROVE THREE TYPES OF LIQUOR LICENSES ON BEHALF OF THE CITY COUNCIL: ACQUISITION OF CONTROL APPLICATIONS, TEMPORARY AND PERMANENT EXTENSION OF PREMISES/PATIO PERMITS FOR RECURRING EVENTS, AND SPECIAL EVENT LICENSE APPLICATIONS FOR RECURRING EVENTS, WITH THE EXCEPTION OF

ANY SPECIAL EVENT HELD ON CITY-OWNED PROPERTY; SECONDED BY COUNCILMAN LEECH; PASSED UNANIMOUSLY.

9. **SUMMARY OF CURRENT EVENTS:**

9A Council Members

Councilman Crittenden thanked the City for the proclamation honoring him.

Councilman Allsop said he attended a Main Street meeting where they discussed this year's successful farmers' market and art walk. They were already accepting vendors for next year's market. He added that the upcoming Spooktacular Festival would take place on Saturday, October 28, at Festival Marketplace.

9B. Mayor

Mayor Seymore said Show Low residents were beginning to receive their ballots regarding the Show Low School District bond election. He encouraged everyone to become familiar with the issues and mark their ballots.

9C. City Manager

Mr. Muder said the BMX racing season at the BMX track at Nikolaus Homestead Park was coming to an end, with the final two races on October 21 and October 28.

Mr. Muder said the recreation department presented three Halloween-themed events in October, including the Underwater Pumpkin Hunt for teens on October 21 at the aquatic center. The Spooky Sprint fun run was October 26 at the Senior Field at City Park followed by the Terror Trail for teens.

Mr. Muder said the library was offering an art class for kids on October 20. On October 27, the library was hosting a family-friendly Halloween carnival with games, pumpkin-carving contest, costume parade, prizes, and goodies.

Mr. Muder said Show Low Main Street's 8th annual Spooktacular Festival would be held October 28 on Cooley and 9th Streets with Trunk or Treat, Scaryoke, contests, games, live entertainment, vendors, and a haunted house.

Mr. Muder said work continued on several projects around town, including the milling and overlaying of Show Low Lake Road and sewer upgrades in the Westwood subdivision. Crews were doing ditch maintenance on East Owens following the recent sewer repairs, and the road was scheduled to be milled next week and overlaid the following week. Roadway improvements in the Park Valley subdivision were scheduled to begin late this week or early next week.

Mr. Muder said work on the Arizona Department of Transportation (ADOT) paving project from the intersection of US60 (Deuce of Clubs) and SR77 to 40th Street continued. Show Low's city engineer attended the weekly project meeting and learned from ADOT and the contractor that paving would continue on the south side of US60, with completion scheduled for later next week. Work would then move to the north side of the roadway, with traffic routed to the newly paved south side. The contractor's estimated completion for the entire project was mid-December, weather permitting.

10. **SCHEDULING OF MEETINGS:**

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

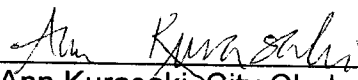
None.

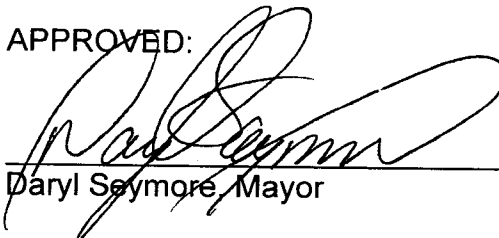
11. **ADJOURNMENT.**

There being no further business to be brought before the Council, **MAYOR SEYMORE ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF OCTOBER 17, 2017 AT 8:28 P.M.**

ATTEST:

APPROVED:


Ann Kurasaki, City Clerk

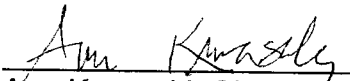

Daryl Seymore, Mayor

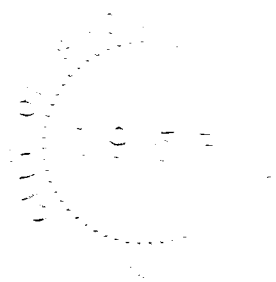
CERTIFICATION

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, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 17th day of November, 2017.

(SEAL)


Ann Kurasaki, City Clerk



**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Arizona Department of Transportation Grant Agreement E7S2G-01C to Replace Aviation Weather Observation System at Show Low Regional Airport (Jacob Allen)

RECOMMENDATION

I **MOVE** to approve Arizona Department of Transportation Grant Agreement E7S2G-01C to Replace Aviation Weather Observation System at Show Low Regional Airport

BACKGROUND

The Aviation Weather Observation System (AWOS) is critical airport infrastructure that airport users depend on for real time weather information. The information collected by the AWOS is available to airport users via aircraft radio, a local phone number, and is also disseminated via the internet to the National Weather Service (NWS) and many other online flight planning tools. The City's airline service, med-evac, commercial, and general aviation users all depend on the AWOS functioning properly to conduct their operations. The AWOS equipment is currently functioning, but individual components are getting more difficult to service. After 20+ years of service the equipment is starting to show signs of its age. Our FAA certified AWOS inspector calibrates and tests the equipment three times per year as required and has advised us to replace the equipment before a significant failure occurs and we are unable to repair the outdated equipment.

On August 20, 2024, the City entered into a Contract for Professional Services with Lochner as Show Low Regional Airport's on-call engineering consultant. As such, Lochner will be performing the engineering, bidding, and construction administration for the replacement aviation weather observation system (AWOS) project. Lochner's fee for these services is \$168,720. The project costs are reimbursable to the City at 90% by the Arizona Department of Transportation. The City will provide a 10% local share of \$16,872.

On July 21, 2026, City Council approved Lochner Task Order 3 for the replacement of the AWOS.

Total grant amount is \$382,500 which includes 90% of Lochner's engineering fees and estimated construction costs. The total project costs are reimbursable to the City at 90% by the Arizona Department of Transportation. The City will provide a 10% local share.

Staff recommends approving Arizona Department of Transportation Grant Agreement E7S2G-01C to replace Aviation Weather Observation System (AWOS) at Show Low Regional Airport and authorizing the mayor to sign associated documents.

ATTACHMENTS

1. AWOS Grant Agreement-UNSIGNED

FISCAL IMPACT

Anticipated cost: \$382,500

Funding source (account no.): Improvements (11-750-495-7300-0000/75027019)



1611 W. Jackson St.
Phoenix, AZ 85007

KATIE HOBBS
GOVERNOR

JENNIFER TOTH
DIRECTOR

August 25, 2026

Jacob Allen
Airport Manager
City of Show Low
3150 Airport Loop, Suite 100
Show Low, AZ 85901

Subject: Airport Development Reimbursable Grant Agreement

Dear Mr. Allen:

On **June 19, 2026** the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number **E7S2G-01C** for the State Share portion of **\$382,500** for Fiscal Year 2027 funding. This State Local Grant is for the following project: **Replace AWOS**.

Enclosed is a PDF of an Airport Development Reimbursable Grant Agreement including Exhibits A through C and Schedules One through Three. DocuSign requires that the forms be filled out in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. DocuSign also requires the upload an ALP-based drawing which clearly depicts the project location and scope. Completed and signed Agreements must be finalized in DocuSign no later than **December 26, 2026, or sooner**.

It is the Sponsor's responsibility to understand and abide by the requirements of the Grant Agreement. Please reference the ADOT grant number, as well as the Federal Aviation Administration's AIP number (if applicable) on all correspondence and/or documents related to this project.

As soon as possible, please send ADOT a PDF copy, via email, of your General Services Agreement (or other contract for professional and/or construction services) including the scope of work or task order for this project.

If you have any questions, please contact Grant Manager Jennifer Murrietta at jmurrietta@azdot.gov or at (602) 879-7548.

Sincerely,

Jennifer Murrietta

Jennifer Murrietta
Airport Grants Manager

Grant Number E7S2G-01C
City of Show Low
Show Low Regional Airport

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **City of Show Low**, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of **Replace AWOS** (the "Project"), for the improvement of the **City of Show Low** (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **June 19, 2026** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: August 25, 2026. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence, as evidenced by dedication of staff time or resources in the furtherance of the Project, within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Grant Number E7S2G-01C
City of Show Low
Show Low Regional Airport

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **ten percent (10%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **three hundred eight two thousand five hundred dollars (\$382,500)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or _____, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed (NTP) within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **October 5, 2020** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Grant Number E7S2G-01C
City of Show Low
Show Low Regional Airport

Part II

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.

- 2) The Sponsor now has on deposit, or is in a position to secure _____ dollars (\$_____), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

(Enter local funding type and location)

- 3) The Sponsor hereby designates _____, _____
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000005557**
Sponsor Vendor Address: **CITY OF SHOW LOW**
180 N. 9TH ST
Show Low, AZ 85901

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

Grant Number E7S2G-01C
City of Show Low
Show Low Regional Airport

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

SPONSOR:

City of Show Low
Show Low Regional Airport

By: _____
Title: MPD Division Director
Date: _____

By: _____
Title: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: Anna Atencio, Show Low City Attorney
Date: _____

Grant Number E7S2G-01C
City of Show Low
Show Low Regional Airport

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That 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 for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map

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included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved 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.

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- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall 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. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall 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. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees 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; provided that the Sponsor shall 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, that the Sponsor may 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.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

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- b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall 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.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current

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associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall 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 public 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 shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
- 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

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EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

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- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

3) Liability of Subcontractors

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon

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written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit quarterly status reports beginning from after the date of the grant agreement has been signed by both Sponsor and State until receipt of the Sponsor closeout letter. Construction related grants require the Sponsor to submit weekly reports during construction defined as the time period from contractor NTP until final inspection. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copy of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

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Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

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. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

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, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

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Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

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Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Sponsor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation –Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs of activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).
- 13) 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 1 – 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.

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EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. Unless a Sponsor has requested a match to a Federal grant the Sponsor shall submit for a Design Review with the State at approximately the thirty percent (30%) completion point in the design and at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

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The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance –

Grant Number E7S2G-01C
City of Show Low
Show Low Regional Airport

industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Grant Number E7S2G-01C
City of Show Low
Show Low Regional Airport

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One **Design/Construction Project Description and Funding Allocation**

Detailed Project Description:

Replace AWOS

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$	\$	\$	\$

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

The project plan will be attached to the end of the document and will be considered Page 22 of 22.

Grant Number E7S2G-01C
City of Show Low
Show Low Regional Airport

Schedule Two

Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$382,500

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$
2028	\$	\$	\$	\$	\$	\$
2029	\$	\$	\$	\$	\$	\$
2030	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$
2028	\$	\$	\$	\$	\$	\$
2029	\$	\$	\$	\$	\$	\$
2030	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Grant Number E7S2G-01C
City of Show Low
Show Low Regional Airport

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration	Start Date		Completion Date	
	# of Days	Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval					
Issue Invitation for Bids					
Submit Bid Tab for State Review/Approval					
Award Construction Contract/Submit to the State					
Construction Phase					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

Certificate Of Completion

Envelope Id: 3AE9582E-656D-8963-811E-C60D516E3D76

Status: Sent

Subject: ADOT Aeronautics Design-Construct Grant Agreement (E7S2G-01C)

Source Envelope:

Document Pages: 22

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jennifer Murrietta

AutoNav: Enabled

206 S 17th Ave

Envelopeld Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

jmurrietta@azdot.gov

IP Address: 170.85.54.120

Record Tracking

Status: Original

Holder: Jennifer Murrietta

Location: DocuSign

8/25/2026 3:57:11 PM

jmurrietta@azdot.gov

Signer Events

Signature

Timestamp

Lisa Robertson, Show Low City Grant Manager

lrobertson@showlowaz.gov

Security Level: Email, Account Authentication
(None)

Sent: 8/25/2026 4:07:36 PM

Viewed: 8/26/2026 8:44:25 AM

Electronic Record and Signature Disclosure:

Accepted: 8/26/2026 8:44:25 AM

ID: 3bd7d76f-92d4-4c80-bd93-82d10c286341

Chris Lehr, Lochner Consultants

chris.lehr@hwlochner.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/6/2026 11:19:10 AM

ID: 24a61628-ba41-48da-8d93-68639ff92d24

Jacob Allen, Show Low Airport Manager

jallen@showlowaz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 12/23/2025 8:47:13 AM

ID: 1aa07ec6-c929-4266-973b-525d0df42001

F. Morgan Brown, Show Low City Manager

mbrown@showlowaz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 8/18/2026 9:44:55 AM

ID: 3021f347-fb09-4e0e-a47a-366664032992

John Leech, Jr., Mayor

jleechjr@showlowaz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 1/3/2026 8:07:23 AM

ID: 10023328-c9f2-4ff4-b3ce-0295d4130f30

Anna Atencio, Show Low City Attorney

aatencio@showlowaz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 4/16/2026 2:30:49 PM ID: 57f4347e-5a14-46a5-a116-3f1365778c64		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Jennifer Murrietta jmurrietta@azdot.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/25/2026 4:07:36 PM
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.

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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 Federal Aviation Administration Grant Agreement (AIP) Project No. 3-04-0035-035-2026 for Crosswind Runway Environmental Assessment (Jacob Allen)

RECOMMENDATION

I **MOVE** to accept Federal Aviation Administration Grant Agreement (AIP) Project No. 3-04-0035-035-2026 for Crosswind Runway Environmental Assessment at Show Low Regional Airport and authorize the Mayor to sign the agreement.

BACKGROUND

The Show Low Regional Airport Master Plan (March 2021) recommends relocating the crosswind runway to better align with the prevailing winds recorded at the airport. The runway project is included in the five-year Airport Capital Improvement Program. The Federal Aviation Administration (FAA) requires an Environmental Assessment to be conducted to meet federal National Environmental Policy Act requirements.

On October 21, 2022, a Request For Qualifications was published to solicit statements of qualifications from airport consulting firms to provide planning and environmental services for the crosswind runway project, in accordance with FAA and Arizona Department of Transportation (ADOT) standards.

On December 6, 2022, the City Council approved the selection committee's recommendation. Dibble & Associates Consulting Engineers, Inc. (Dibble) was selected as the most qualified firm. Dibble developed a scope of work and fee proposal for the Environmental Assessment of \$374,071.83.

Dibble submitted a scope of work and proposed fees for the project. The scopes were developed in coordination with the FAA and City staff. The proposed fees were subject to an independent fee review, as required for all FAA grant-funded projects exceeding \$100,000.00. The fees proposed by Dibble were found to be fair and reasonable by a third-party fee reviewer and, therefore, were accepted by the FAA. The FAA will be awarding grant funds to the City of Show Low in Fiscal Year 2026 to complete the project. ADOT will provide the state match funds.

Funding breakdown:

95% FAA (\$355,368.23)
2.5% ADOT (\$9,351.80)
2.5% Local (\$9,351.80)

On October 21, 2025, the City Council awarded the contract to complete the Environmental Assessment for the Crosswind Runway project to Dibble & Associates Consulting Engineers,

Inc. The Federal Aviation Administration has issued the Grant Agreement (AIP) Project No. 3-04-0035-035-2026 for Crosswind Runway Environmental Assessment.

Staff recommends accepting the AIP grant offer for funding the Environmental Assessment for the crosswind runway project and authorizing the Mayor to sign the agreement.

ATTACHMENTS

1. SOW-WPG-3-04-0035-035-2026-Grant Agreement - unsigned (002)

FISCAL IMPACT

Anticipated cost: \$355,368.23

Funding source (account no.): Improvements (11-750-795-7300-0000/7502637)



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
Arizona

Phoenix Airports
District Office
3800 N Central Ave,
Ste 1025
Phoenix, AZ 85012-
2136

City Manager Morgan Brown
City of Show Low
180 North 9th Street
Show Low, Arizona 85901

Dear Morgan Brown:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0035-035-2026 at Show Low Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 17, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kenneth Hall, (602) 792-1074, kenneth.p.hall@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Kyler Erhard
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area Show Low Regional Airport

Airport Grant Number 3-04-0035-035-2026

Unique Entity Identifier DBBNGDJMYNC5

TO: City of Show Low

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated March 16, 2026, for a grant of federal funds for a project at or associated with the Show Low Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Show Low Regional Airport (herein called the "Project") consisting of the following:

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$345,665.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$345,665 for planning

\$0 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 17, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated March 26, 2021, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
 - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 30. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Show Low

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, 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, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Show Low**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of March 16, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

ASSURANCES PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The sponsor will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. 49 USC § 40103(e) – No Exclusive Rights at Certain Facilities.
- c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
- d. Hatch Act – 5 USC § 1501, et seq.¹
- e. Rehabilitation Act of 1973 – 29 USC § 794.
- f. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- g. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- h. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
- i. Single Audit Act of 1984 – 31 USC § 7501, et seq.¹
- j. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- k. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- l. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- m. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- d. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- e. Executive Order 14154 – Unleashing American Energy
- f. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{2, 3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to private sponsors.
- ² 2 CFR Part 200 contain requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

3. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

4. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

5. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

7. Reports and Inspections.

- a. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

8. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4; creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(City of Show Low)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

9. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

10. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Policies, Standards, and Specifications.

It will carry out any project funded under Airport Improvement Program Grant or an Infrastructure Investment and Jobs Act Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([AC Checklist for AIP, IIA and PFC Projects | Federal Aviation Administration](#)) for AIP or IIA projects.

12. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Non-Commercial Hangar Development and Ground Lease Agreement for Tallus Sol L.L.C. at Show Low Regional Airport (Jacob Allen)

RECOMMENDATION

I **MOVE** to approve the Noncommercial Hangar Development and Ground Lease Agreement with Tallus Sol L.L.C. at Show Low Regional Airport

BACKGROUND

On December 17, 2025, Tallus Sol L.L.C. submitted a proposal in response to the City of Show Low's Request for Proposals to lease airport property for hangar development. Tallus Sol L.L.C. will construct leasehold improvements on the premises, which shall include a permanent hangar and those additional areas as described in Exhibit B of the agreements for a total leasehold area of approximately 8,075 square feet. Terms and conditions of the lease agreement include an annual lease rate of \$0.402 per square foot per year. The leased space will generate revenue for the airport of \$3,246.15 annually plus tax, insurance, and applicable monthly user fees.

The agreement includes an annual Consumer Price Index increase. Tallus Sol L.L.C. is responsible for paying all utility costs. The length of the agreement is 25 years, beginning September 15, 2026, with the option to extend the agreement for five additional five-year periods at an increased rate for a total lease period of 49 years.

Staff recommends approving the Noncommercial Hangar Development and Ground Lease with Tallus Sol L.L.C. The City's standard form contract will be used.

ATTACHMENTS

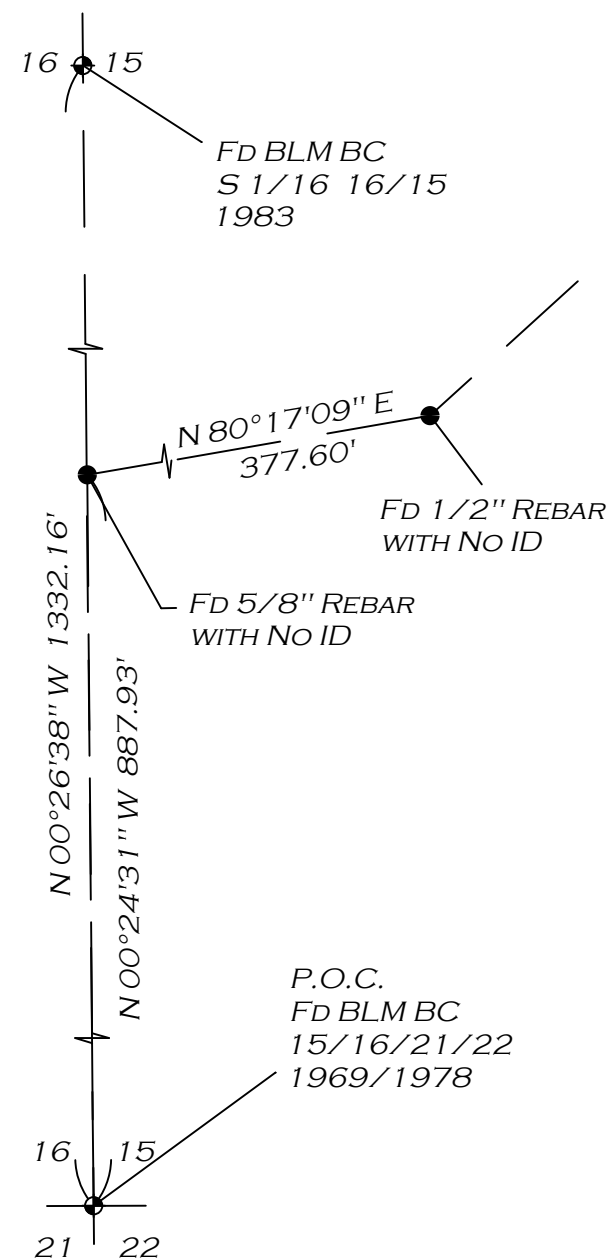
1. Lease Parcel Exhibit
2. Lease Parcel Description

FISCAL IMPACT

\$3246.15 annually plus tax and CPI increases each year.

LEASE PARCEL EXHIBIT

LOCATED WITHIN APN 210-01-034
SHOW LOW REGIONAL AIRPORT,
NAVAJO CO., ARIZONA



LEASE PARCEL

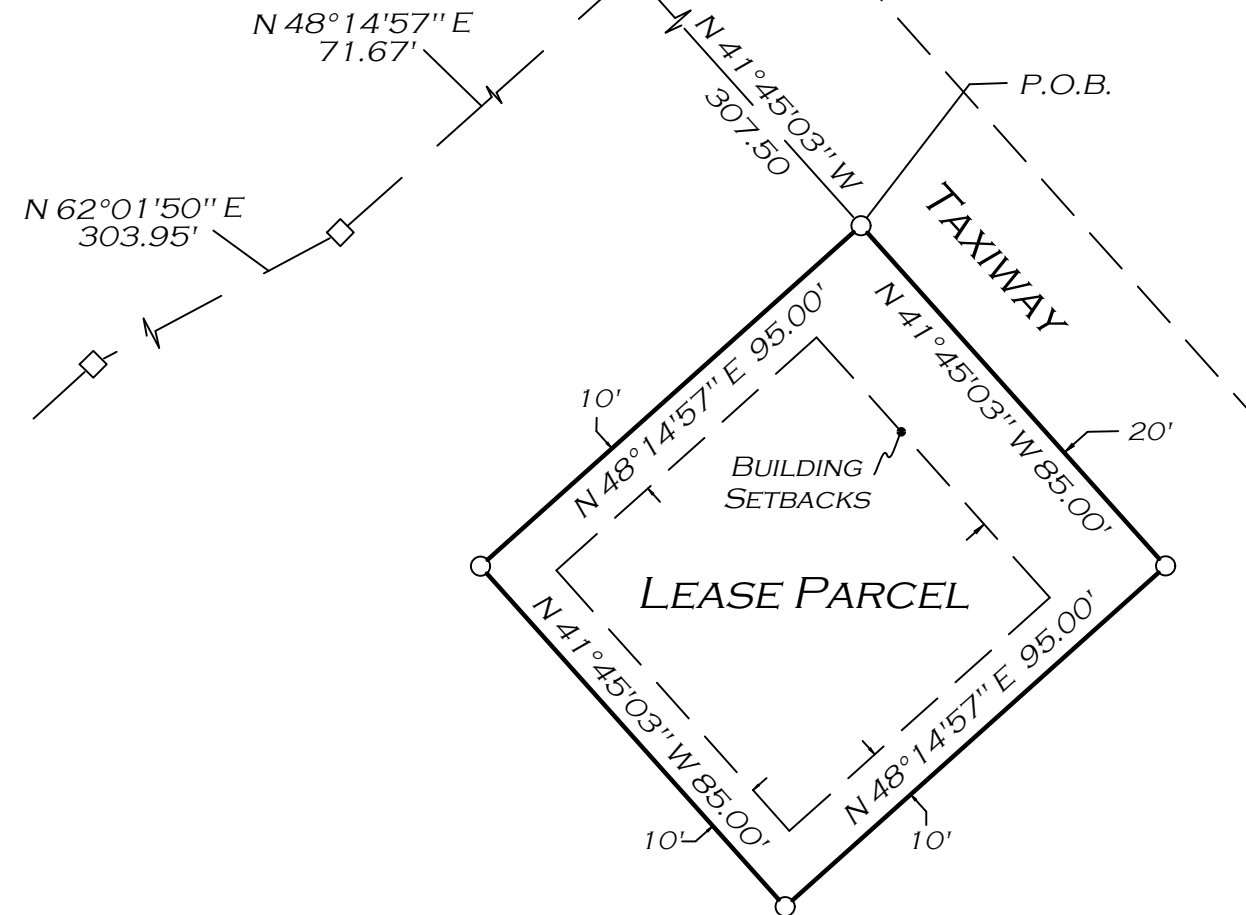
A PORTION OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 22 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LOCATED WITHIN ASSESSOR'S PARCEL NUMBER 210-01-034, NAVAJO COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

WITH REFERENCE TO: FEE #2025-02383, NAVAJO COUNTY RECORDS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15, MONUMENTED BY A BLM BRASS CAP DATED 1969, FROM WHICH THE SOUTH 1/16 TH CORNER, MONUMENTED BY A BLM BRASS CAP DATED 1983, BEARS NORTH 00° 26' 38" WEST, A DISTANCE OF 1332.16 FEET;
THENCE NORTH 00° 24' 31" WEST, A DISTANCE OF 887.93 FEET TO A POINT, MONUMENTED BY A 5/8" REBAR WITH NO ID;
THENCE NORTH 80° 17' 09" EAST, A DISTANCE OF 377.60 FEET TO A POINT, MONUMENTED BY A 1/2" REBAR WITH NO ID;
THENCE NORTH 47° 47' 21" EAST, A DISTANCE OF 1365.37 FEET TO A POINT;
THENCE NORTH 62° 01' 50" EAST, A DISTANCE OF 303.95 FEET TO A POINT;
THENCE NORTH 48° 14' 57" EAST, A DISTANCE OF 71.67 FEET TO A POINT;
THENCE SOUTH 41° 45' 03" EAST, A DISTANCE OF 307.50 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL DESCRIBED HEREIN AND THE POINT OF BEGINNING;

THENCE, CONTINUING, SOUTH 41° 45' 03" EAST, A DISTANCE OF 85.00 FEET TO A POINT;
THENCE SOUTH 48° 14' 57" WEST, A DISTANCE OF 95.00 FEET TO A POINT;
THENCE NORTH 41° 45' 03" WEST, A DISTANCE OF 85.00 FEET TO A POINT;
THENCE NORTH 48° 14' 57" EAST, A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,075 SQUARE FEET (0.185 ACRES), MORE OR LESS.

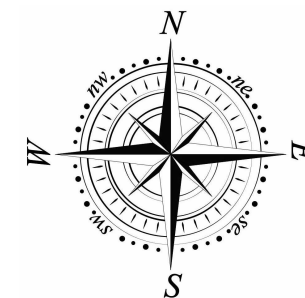


LEGEND

- - FOUND SECTION MONUMENT AS NOTED
- - FOUND REBAR AS NOTED
- - SET FEATHERED 60D SPIKE
- ◇ - CALCULATED POINT, NOTHING SET

REFERENCE

[R1] FEE: 2025-02383 NAV. CO. RECORDER



HIGH PLAINS SURVEYING
P.O. Box 1348
SHOW LOW, AZ 85902
(928) 241-2990

LEASE PARCEL

A PORTION OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 22 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LOCATED WITHIN ASSESSOR'S PARCEL NUMBER 210-01-034, NAVAJO COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

WITH REFERENCE TO: FEE #2025-02383, NAVAJO COUNTY RECORDS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15, MONUMENTED BY A BLM BRASS CAP DATED 1969, FROM WHICH THE SOUTH 1/16 TH CORNER, MONUMENTED BY A BLM BRASS CAP DATED 1983, BEARS NORTH 00° 26' 38" WEST, A DISTANCE OF 1332.16 FEET;

THENCE NORTH 00° 24' 31" WEST, A DISTANCE OF 887.93 FEET TO A POINT, MONUMENTED BY A 5/8" REBAR WITH NO ID;

THENCE NORTH 80° 17' 09" EAST, A DISTANCE OF 377.60 FEET TO A POINT, MONUMENTED BY A 1/2" REBAR WITH NO ID;

THENCE NORTH 47° 47' 21" EAST, A DISTANCE OF 1365.37 FEET TO A POINT;

THENCE NORTH 62° 01' 50" EAST, A DISTANCE OF 303.95 FEET TO A POINT;

THENCE NORTH 48° 14' 57" EAST, A DISTANCE OF 71.67 FEET TO A POINT;

THENCE SOUTH 41° 45' 03" EAST, A DISTANCE OF 307.50 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL DESCRIBED HEREIN AND THE POINT OF BEGINNING;

THENCE, CONTINUING, SOUTH 41° 45' 03" EAST, A DISTANCE OF 85.00 FEET TO A POINT;

THENCE SOUTH 48° 14' 57" WEST, A DISTANCE OF 95.00 FEET TO A POINT;

THENCE NORTH 41° 45' 03" WEST, A DISTANCE OF 85.00 FEET TO A POINT;

THENCE NORTH 48° 14' 57" EAST, A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,075 SQUARE FEET (0.185 ACRES), MORE OR LESS.



MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, SEPTEMBER 1, 2026, AT 7:00 PM IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA

1. Call to Order.

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

2. Roll Call.

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

COUNCIL MEMBERS ABSENT: Vice Mayor Kakavas

STAFF MEMBERS PRESENT: F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Greg Westover, Police Chief; Justen Tregaskes, Planning and Zoning Director; Shane Hemesath, Public Works Director; Chris Reid, City Engineer; Jacob Allen, Airport Manager; Rick Austin, Public Works Operations Manager; and Rachael Hall, City Clerk.

GUESTS: Zach Barlow, Doug Roberts and others.

3. Invocation.

Councilman Clark gave the invocation.

4. Pledge of Allegiance.

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

5. **CALL TO THE PUBLIC:**

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

None.

6. **CONSENT CALENDAR:**

A. Proclamation by the Mayor Proclaiming September 16 through 19, 2026

as **NAVAJO COUNTY FAIR WEEK** in the City of Show Low (Rachael Hall)

- B. Proclamation by the Mayor Recognizing **JUSTSERVE** Organization in the City of Show Low (Rachael Hall)
- C. Proclamation by the Mayor Proclaiming September 2026 as **NATIONAL PREPAREDNESS MONTH** in the City of Show Low (Rachael Hall)
- D. Proclamation by the Mayor Proclaiming September 11, 2026 as **NATIONAL 9/11 PATRIOT DAY, A DAY OF SERVICE AND REMEMBRANCE** in the City of Show Low (Rachael Hall)
- E. Consideration of Acceptance of Annual Slurry Seal 2026, City of Show Low Project No. 5005791 (Chris Reid)
- F. Consideration of Approval of Second Addendum to Contract for City-Wide Christmas Lighting, City of Show Low Project FM-1925 (Rick Austin)
- G. Consideration of Noncommercial Hangar Development and Ground Lease with Recycleworx, LLC and Termination of Ground Lease with Big Dog Development, LLC at Show Low Regional Airport (Jacob Allen)
- H. Consideration of Noncommercial Ground Lease with Michael B. Adams, Jr. and Cynthia R. Adams, Trustees of the Adams Revocable Living Trust dated October 15, 2008, and Termination of Ground Lease with Gerald H. King at Show Low Regional Airport (Jacob Allen)
- I. Consideration of Abandonment and Reversion to Acreage Plat - Portions of the Golf Casitas at Torreon Subdivision. (Justen Tregaskes)
- J. Consideration of Minutes of Show Low City Council meetings:
 - 1. Regular Meeting of August 11, 2026

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

Ms. Hall read aloud the proclamation for JustServe.

7. **NEW BUSINESS:**

- A. Consideration of Acceptance of Timothy McKay Memorial Park Parking Lot and Walking Path Project, City of Show Low Project No. 4452443B and Approval of Change Order (Shane Hemesath)

Mr. Hemesath said in 2022, the City Council adopted Resolution No. R2022-23, naming the City-owned property, A.P.N. 210-18-015B, as Timothy McKay Memorial Park. The park's design was completed with direction from the City Council and input from the Parks and Recreation Advisory Committee. The project was broken into phases for ease of bidding and construction. The second phase was the construction of the parking lot and walking paths for the project and was awarded to Surface Contracting Inc. for a total amount of \$718,335.00. Drainage infrastructure and parking lot lighting were also included in the scope of work.

Mr. Hemesath said the contractor had completed the parking lot and walking paths for the project. During construction, the scope included removing the existing broken concrete parking area to install a new asphalt parking lot. After the deteriorated concrete was removed, the base material was identified as extremely poor base material for the parking lot. This unexpected condition required the contractor to remove one-to-two feet of unsuitable material and install rock and millings material to strengthen the base under the future parking lot. This additional base repair work added \$23,334.83 to the project, resulting in a total project cost of \$741,669.83. The project budget was utilized to cover the base repair work.

Mr. Hemesath said staff recommended accepting the construction of the Timothy McKay Memorial Park Parking Lot and Walking Path Project, City of Show Low Project No. 45526117B, completed by Surface Contracting, Inc., approving a change order for \$23,334.83 resulting in a total project cost of \$741,669.83, releasing the final retention, and initiating the two-year warranty period.

COUNCILMAN ADAMS MOVED TO ACCEPT THE CONSTRUCTION OF THE TIMOTHY MCKAY MEMORIAL PARK PARKING LOT AND WALKING PATH PROJECT, CITY OF SHOW LOW PROJECT NO. 45526117B, COMPLETED BY SURFACE CONTRACTING, INC., APPROVE A CHANGE ORDER FOR \$23,334.83 RESULTING IN A TOTAL PROJECT COST OF \$741,669.83, RELEASE THE FINAL RETENTION, AND INITIATE THE TWO-YEAR WARRANTY PERIOD; SECONDED BY COUNCILMAN WHIPPLE; PASSED 6 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

- B. Consideration of Award of Timothy McKay Memorial Park Play Mound and Water Feature, City of Show Low Project No. 45526117D (Shane Hemesath)

Mr. Hemesath said in 2022, the City Council adopted Resolution No. R2022-23, naming the City-owned property, A.P.N. 210-18-015B, as Timothy McKay Memorial Park. The Park's design was completed with direction from City Council and input from the Parks and Recreation Advisory Committee. In March 2024, the City submitted a pre-application to Arizona State Parks for a Land and Water Conservation Fund (LWCF) grant to develop Timothy McKay

Memorial Park. The Council adopted Resolution No. R2024-16 approving the grant application on May 21, 2024, and the Notice of Award for the LWCF grant for a 50 percent match was issued on September 3, 2025. The total estimated cost of the project was \$1,735,515.

Mr. Hemesath said for ease of bidding and construction, this project had been broken down into phases, with this fourth phase involving the design and construction of a passive play mound and interactive dry fountain. City staff prepared a Request for Proposals which was advertised per statutory requirements. A selection committee evaluated the three proposals received and selected Lejas Corporation. A standard form contract would be used for the project.

Mr. Hemesath said staff recommended awarding the Timothy McKay Memorial Park Play Mound and Water Feature, City of Show Low Project No. 45526117D, to Lejas Corporation in an amount not to exceed \$260,000.

Councilman Clark asked who had served on the selection committee that evaluated the RFPs. Mr. Hemesath stated that the selection committee consisted of five or six staff members and included a local contractor who was required to participate in the evaluation.

Councilman Clark asked how the proposals were evaluated and what distinguished the selected vendor from the other two proposals. He noted that the City Council typically received an evaluation sheet showing how the proposals were scored. Mr. Hemesath explained that one of the proposals did not include one of the required features, including the playground feature, and that another proposal was somewhat incomplete. He stated that the selected proposal was the most complete and included the desired ideas and concepts. He noted that the image presented was representative of the proposal and that the final project could vary. He added that the vendor would develop the project and that a pre-construction meeting was scheduled for later that week.

Councilman Clark asked whether the RFP had been designed to include a play mound and a water feature. Mr. Hemesath confirmed that those were the features included in the City's request.

COUNCILMAN CLARK MOVED TO AWARD TIMOTHY MCKAY MEMORIAL PARK PLAY MOUND AND WATER FEATURE, CITY OF SHOW LOW PROJECT NO. 45526117D, TO LEJAS CORPORATION IN AN AMOUNT NOT TO EXCEED \$260,000; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

- C. Consideration of Approval of Revision to Basis of Design for Show Low Sports and Event Center, City of Show Low Project No. FM-4625 (Shane Hemesath)

Mr. Hemesath said at its regular meeting on July 15, 2025, the City Council awarded the pre-construction contract to Haydon Companies LLC for the Show Low Sports and Event Center for a cost not to exceed \$4,008,654. The scope of work for this contract was the first phase of the design build contract for the facility. The scope of work included the pre-construction services and design of an 83,500 SF sports and event center building including 6 basketball courts, 6 volleyball courts, 4,500 retractable seats, with 430 parking spaces on a 9.6-acre site located south of a future expansion of Woolford Road. During the iterative design process, the project was moved to a better location north of Woolford Road on an approximately 12.5-acre site. The structure also increased to approximately 115,000 square feet to accommodate 12 volleyball courts, add real wood flooring, a larger conference meeting room, and other minor revisions.

Mr. Hemesath said the design team and staff wanted to wait until City Council approved the final design documents and no other changes were identified before adjustment of the Basis of Design for the project. The Basis of Design had been revised to reflect the increase of the building and site size. Additional design costs for the larger site and building total \$426,871 above the initial approved contract and would add 28 days due to a pause in the contract between the Schematic Design phase and Design Development phase during value engineering the project costs. A change order would be executed to add this additional design fee to the scope of work and allow the design team to complete the construction documents for the project. This additional design fee had already been included in previous estimates during the past stages of the project and was included in the \$56.8 million approved budget previously set by the City Council.

Mr. Hemesath said staff recommended approving the updated Basis of Design for the Show Low Sports and Events Center, City of Show Low Project No. FM-4625, and approving Change order #2 for the additional Design fee required for the increased scope of work.

Councilman Clark questioned why the proposed change order had not been presented to Council at the previous meeting when the design was approved. He stated that Council had been clear about its desire to reduce costs and expressed concern that the City was now being asked to approve a significant increase shortly after being told that cost-saving opportunities were being explored. He questioned how the City could maintain credibility when the change order was being presented approximately 45 days after the prior approval.

Mr. Hemesath explained that the additional design costs associated with increasing the size of the building and site had been included in the City's cost estimates and project budget since the scope was revised in March. He stated that the proposed change order was intended to formally document and incorporate those costs into the agreement. He explained that staff had waited to finalize the change order in case Council decided to reduce the size of the

building, which would have reduced or eliminated some of the additional design costs.

Councilman Clark questioned whether others had understood that the change order would be brought forward in September and expressed concern that Council had been expecting efforts to reduce the project budget rather than increase it. He stated that Council had repeatedly been told that there could be cost savings, but that each subsequent phase appeared to result in additional costs.

Fritz Behrhorst, Haydon Company LLC, representing the design team, explained that the additional design costs had always been reflected in the project's budget. He stated that the contract was divided into two phases, with Phase One covering design and Phase Two covering construction. The change order would modify the Phase One Design Agreement to account for the increase in the building size from approximately 80,000 square feet to 115,000 square feet and the site from approximately 9.6 acres to more than 11 acres. He also noted that additional work included an expanded kitchen and other design changes.

Mr. Behrhorst clarified that the \$56.85 million project cost presented at the previous Council meeting had not changed and that the additional design cost was included within that total.

Mayor Leech acknowledged that the change order was not unexpected because the cost was already included within the \$56.85 million project total.

Councilman Clark continued to question why the formal change order had not been presented at the previous meeting when Council approved the design.

Mayor Leech stated that the previous meeting had included Council's vote to accept the design.

Mr. Hemesath reiterated that the additional design fee had been tracked in the project estimates at each stage and had been included in the budget. He stated that the City was now formalizing the change order so the additional design costs could be paid and the project could proceed into the construction phase.

Councilman Clark asked what the ramifications would be if Council did not approve the change order.

Mr. Hemesath explained that the design could not be completed without the additional work and that the project would effectively require a redesign. He stated that the building and site changes had been approved incrementally by Council and that the associated additional design costs had been tracked in the project budget throughout the process.

Councilman Hatch noted that the \$56.85 million project amount had been established for more than 45 days and stated that, although the item was technically a change order, he did not view it as an additional cost to the project because it was already included in the overall amount.

Councilman Clark disagreed, stating that a change order represented an increase to an amount previously agreed upon and therefore constituted an additional cost to the City and its residents. He questioned why the change order had not been presented at the same time Council approved the design approximately 45 days earlier.

Mr. Hemesath said that the additional design fee had been disclosed in previous cost estimates because the building and site had increased in size. He explained that staff had delayed formalizing the change order while awaiting Council's final direction regarding the size and scope of the project.

Councilman Clark questioned whether the additional fee could have been eliminated if Council had reduced the size of the building and expressed concern that Council was being placed in a position where it felt obligated to approve the change order in order to proceed with the project.

COUNCILMAN HATCH MOVED TO APPROVE THE REVISION TO THE BASIS OF DESIGN FOR THE SHOW LOW SPORTS AND EVENTS CENTER, AND TO APPROVE CHANGE ORDER #2 TO FINALIZE THE DESIGN DOCUMENTS FOR THE PROJECT, CITY OF SHOW LOW PROJECT NO. FM-4625; SECONDED BY COUNCILMAN ADAMS; PASSED 5 TO 1 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR, AND COUNCILMAN CLARK WITH THE DISSENTING VOTE.

- D. Consideration of Approval of Guaranteed Maximum Price No. 1 Contract Amendment for Show Low Sports and Event Center for Preliminary Grading and Steel Purchase, City of Show Low Project No. FM-4625 (Shane Hemesath)

Mr. Hemesath said at its regular meeting on July 15, 2025, the City Council awarded the design build contract to Haydon Companies LLC for the Show Low Sports and Event Center for a cost not to exceed \$4,426,871. The scope of work for this contract was the first phase of the design build contract for the facility. Phase 2 of the contract would include the construction phase of the work with Guaranteed Maximum Pricing (GMP) for the work approved. Over the past year, the design team had been working through the design phases and had recently been released to complete the final design construction documents for the project.

Mr. Hemesath said the contractor was ready to move into Phase 2 of the project and begin the mass grading of the site as well as placing the down payment for the pre-engineered steel structure for the building to secure delivery in February. The contractor also would like to start the grading work prior to as much winter weather as possible. The GMP No. 1 had been presented by the contractor for a cost of \$4,164,680. The scope of work the included mobilizing to the site, installing an access road to the site, mass grading of the site including preparing for the building pad, survey staking, geotechnical testing, and placing the down payment for the steel structure to secure a delivery date. These costs were in line with the previous approved project estimate of \$56.8 million dollars. A second and final GMP would be presented to City Council tentatively scheduled for the November 17, 2026, City Council meeting to approve the remainder of the scope of work for the project.

Mr. Hemesath said staff recommended approving the GMP No. 1 contract amendment for the Show Low Sports and Events Center for preliminary grading and steel building purchase at a cost of \$4,164,680, City of Show Low Project No. FM-4625.

Councilman Clark asked Mr. Hemesath to explain the GMP No. 1 presented at the meeting and what would be included in the second and final GMP anticipated to be presented in November. He asked what would distinguish the amount being considered at the meeting from the final GMP.

Mr. Hemesath explained that the project was currently tracking within the \$56.8 million project budget. He stated that approximately \$4 million would be deducted from the total as part of GMP No. 1, with the remaining approximately \$52 million or less anticipated to be presented in the final GMP in November. He noted that there were still contingency amounts and other items being finalized.

Councilman Clark referenced the recently approved \$426,871 change order and the approximately \$3.2 million in design-related costs previously discussed. He requested that, whenever the Sports Complex was brought before Council, staff provide a detailed accounting showing how much of the \$56.8 million had been spent, the amounts allocated or deducted at each stage, the remaining balance, and the anticipated costs. He stated that this would allow Council to clearly track the project expenditures and remaining budget each time the project came before Council.

Mr. Brown agreed to provide the requested accounting. He explained that a significant portion of the design work had been completed and paid for from the prior year's budget, with some remaining design costs to be paid from the current year's budget. He noted that approximately \$8.5 million had been set aside in the current year's budget toward the project. He also stated that a study session was scheduled for September 15, at which the City's financing

representatives would discuss financing options, with financing documentation anticipated in October.

Councilman Clark asked whether the design costs paid from the prior year's budget were included in the \$56.8 million total project amount.

Mr. Brown stated that the design costs were approximately \$4.4 million, with roughly \$2 million having been paid from the prior year's budget. He confirmed that the design costs, including those previously paid, were included within the \$56.8 million project budget.

Councilman Clark stated that he wanted the detailed accounting to be provided for transparency and to allow Council to track the project's expenditures and remaining balance.

Mayor Leech agreed that the accounting would be helpful to ensure Council remained informed and maintained oversight of project spending.

COUNCILMAN WHIPPLE MOVED TO APPROVE THE GUARANTEED MAXIMUM PRICE NO. 1 CONTRACT AMENDMENT FOR THE SHOW LOW SPORTS AND EVENTS CENTER FOR PRELIMINARY GRADING AND STEEL BUILDING MATERIAL PURCHASE AT A COST OF \$4,164,680, CITY OF SHOW LOW PROJECT NO. FM-4625; SECONDED BY COUNCILMAN ADAMS; PASSED 5 TO 1 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR, AND COUNCILMAN CLARK WITH THE DISSENTING VOTE.

Mayor Leech provided comments regarding the Event Center project. He acknowledged that the project was significant and stated that he had received criticism on social media regarding the project. He emphasized that, as Mayor, he had only one vote and that the project was not being pursued solely because the current Council wanted it.

Mayor Leech explained that the community had initially approached the City approximately 15 years earlier regarding the need for an event center. The City had subsequently conducted research, allocated funds, and consulted with professionals regarding the project. He stated that professionals later recommended a facility of a certain size and suggested incorporating a sports center into the project. The City again engaged professionals to evaluate the concept and determine the appropriate facility needs.

Mayor Leech stated that the current project was the result of those prior community requests, studies, professional recommendations, and expenditures. He acknowledged that Councilmembers could have differing opinions regarding the project but noted that Council had collectively voted to move forward with construction.

Mayor Leech cautioned that if Council ultimately voted not to proceed after significant funds had already been spent, the City and taxpayers would lose the money already invested in the project. He stated that, at that point, the project was moving forward and that any future decision to stop the project would require a change in the votes of a majority of Council.

Mayor Leech thanked Councilmembers and the public for their input and stated that he valued the differing opinions expressed by Council. He reiterated that, based on the current direction of Council, the Event Center project was proceeding.

COUNCILMAN CLARK MOVED TO RECESS INTO EXECUTIVE SESSION; SECONDED BY COUNCILMAN ADAMS, PASSED 6 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

The Show Low City Council recessed into Executive Session at 7:35 p.m.

8. **EXECUTIVE SESSION:**

A. Confidentiality Statement.

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

(1) A.P. No. 210-01-041D.

(2) A.P. No. 210-17-001.

9. **POST EXECUTIVE SESSION:**

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

The Show Low City Council reconvened to Open Session at 8:08 p.m.

COUNCILMAN CLARK MOVED TO DIRECT STAFF TO CARRY OUT DIRECTION THAT WAS DISCUSSED IN EXECUTIVE SESSION REGARDING A.P. NOS. 210-01-041D AND 210-17-001; SECONDED BY MAYOR LEECH, PASSED 6 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

- B. Consideration of Approval of the Minutes of the Executive Sessions of the

Show Low City Council held on January 20, 2026.

COUNCILMAN CLARK MOVED TO APPROVE THE EXECUTIVE SESSION MINUTES HELD ON JANUARY 20, 2026; SECONDED BY MAYOR LEECH; PASSED 6 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

10. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Councilman Hatch expressed optimism for the upcoming football season. He stated that the community's youth remained a priority for the City Council and the community and expressed appreciation for the City's continued support of local youth.

B. Mayor

Mayor Leech commented that activity in Show Low had begun to slow down and expressed appreciation for the recent rainfall. He also noted that the City had made it through the fire season and expressed his appreciation to the community, first responders, and everyone who had contributed to the City's efforts during the season.

C. City Manager

Mr. Brown said the Turn of the Card Community Center would host a Community Remembrance Breakfast on September 11 at the Community Center at 301 East McNeil.

Mr. Brown said there would be an open house for the new Public Works building would be on September 10.

11. **SCHEDULE OF MEETINGS:**

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

Mr. Brown said there would be a study session on September 15 at 6:00 p.m. prior to regular meeting to review and discuss financing for the Show Low Sports and Event Center.

12. **ADJOURNMENT:**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF SEPTEMBER 1, 2026, AT 8:06 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 September 1, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 20____.

(SEAL)

Rachael Hall, City Clerk

**City of Show Low
STAFF SUMMARY REPORT**

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

RECOMMENDATION

I **MOVE** to authorize the purchase of six police vehicles from Show Low Ford in an amount not to exceed \$283,262.52, up-fitting the vehicles through MHQ of Arizona in an amount not to exceed \$294,687.48, and installing full police decal packages from High Country Sign and Graphic in an amount not to exceed \$7,500.00, for a total amount of \$585,450.00.

BACKGROUND

In the budget process, the Police Department was awarded \$585,450.00 for six new vehicles to be spent from the Police Capital General Line Item.

Recently, the City of Show Low solicited requests for quotes (RFQ) to purchase police vehicles. Show Low Ford and Chalmers Ford, in New Mexico, submitted completed bid packets prior to the deadline. Show Low Ford submitted the lowest bid for the pursuit-rated police SUVs. The total cost for all vehicles, six 2027 Ford Explorer Police Interceptors, is \$283,262.52.

All six vehicles will be sent to MHQ of Arizona for up-fitting of police-related equipment (lights, radios, prisoner screens, etc.). The total estimated cost for up-fitting is \$294,687.48, based on state-contracted pricing (#CTR078487). Not in the quote is an estimated \$12,000 for ballistic panels to be installed in the front doors of all six Explorers, \$54,000 for in-car radios installed in all six Explorers, and \$11,232.42 for inflation and unexpected tariff increases. All six Explorers will be “wrapped” to make them black and white and receive a full police decal package from High Country Sign and Graphic, who submitted the lowest bid of three companies, which will cost approximately \$7,500.00.

The total cost of this project is \$585,450.00, and funds are allocated in the fiscal year 2026 budget for this purchase.

Staff recommends approving the purchase of six police vehicles from Show Low Ford in an amount not to exceed \$283,262.52, up-fitting the vehicles through MHQ of Arizona in an amount not to exceed \$294,687.48, and installing full police decal packages from High Country Sign and Graphic in an amount not to exceed \$7,500.00, for a total amount of \$585,450.00.

ATTACHMENTS

1. Show Low Ford Bid Results
2. Chalmers Ford Bid Results

3. MHQ of Arizona Quote
4. High Country Signs Quote

FISCAL IMPACT

Anticipated cost: \$585,450.00

Funding source (account no.): Vehicle Purchase (11-455-495-7420-0000)

City of Show Low

180 N. 9th Street
Show Low, AZ 85901

Quote Form- Police Vehicle

Type and Year of Vehicle:

2027 Ford Interceptor

Price Excluding Tax:

43,540

Tax:

3670.42

Total Price:

47,210.42 x 6 = \$283,262⁵²



City of Show Low

Show Low Police Department

180 N. 9th Street
Show Low, Arizona 85901
jcampos@showlowaz.gov
(928) 532-4026

Request for Proposal – Police Vehicles

The City of Show Low is extending a Request for Proposal on:

- **Six (6) mid-size, pursuit rated, All-Wheel Drive AWD SUV's.**

The city is hosting a **mandatory pre-bid meeting on Monday, July 27th Wednesday July 29th, 2026, at 3:00pm.** Meeting will be at City Hall (180 N 9th St, Show Low AZ 85901). Any dealership wanting to submit an RFP to be considered **must attend the pre-bid meeting.**

If any questions of this solicitation or any apparent omission or discrepancy should come up, after the pre-bid meeting, they must be presented to the city via email **no later than 3:00 4:00 p.m. Wednesday, July 29th, 2026.** The City of Show Low will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

Sealed bids must be received no later than 3:00pm Friday, July 31st, 2026. No bids will be accepted after the deadline. No bids will be accepted from a dealership that did not attend the pre-bid meeting. The City of Show Low reserves the right to modify the specifications and to reject any and all quotes not deemed in the best interest of the City.

Please direct any questions concerning this request to the City's Purchasing Agent, Jose Campos at jcampos@showlowaz.gov, fax to (928) 532-4044, or mail to: 180 N. 9th Street, Show Low, AZ 85901. Any correspondence regarding this solicitation should include "RFP – Police Vehicles" in the subject line.

Quotes must be submitted on forms provided with supporting documentation, in a sealed envelope to:

Jose Campos, Purchasing Agent
Show Low City Hall
180 N 9th Street
Show Low, AZ 85901

Bottom right-hand corner of the envelope must be clearly marked **"RFP - Police Vehicles - (Name of dealership)"**

(6) Mid-Size, All-Wheel Drive (AWD), Pursuit Rated				
SUBMITTED BY:		SHOW LOW FORD		
SPECIFY Manufacturer/Model/Trim Level:	Minimum Specifications	Additional Specs:		
Description:	(6) Mid-Size, All-Wheel Drive (AWD), Pursuit Rated	2027 Ford Explorer Police Interceptor		
LIST ALL STANDARD FACTORY EQUIPMENT		See Attached		
Color:	Black	Black		
Overall Height		69.6"		
Overall Length		198.7"		
Overall Width		78.9"		
Front Head Room		40.7"		
Front Leg Room		43"		
Rear Head Room		40.5"		
Rear Leg Room		39"		
Cab to Rear Axle: Specify in Inches		same as 2026, 2025		
Doors: Specify how many	4+Hatchback	4 + Hatchback		
Cab type				
Engine: specify size & cylinders	Hybrid	3.3L V6 Hybrid		
Air Conditioning:	Required	Included		
Brakes		Police Calibrated 4 wheel heavy duty disc		
Bumpers	Required	included		
Accessory Power Outlet	Min of 2	2		
Cruise Control	Required	Included		
Defroster	Required	Included		
Fuel Type:	Hybrid	Gasoline		
Fuel Tank: INDICATE CAPACITY		19 Gallons		
Floor Covering: Specify Rubber or Carpet	Rubber	Heavy Duty Vinyl(rubber)		
Glass:	Standard Tint Glass - Maximum factory tint	Factory Privacy Glass		
Keyless entry remotes and keys	(4) keys and entry remotes per vehicle.	4-included		
Power Locks:	Required	included		
Backup Camera	Required	included		
Rear view Mirrors	Rear view mirrors on driver front and passenger front doors, largest available without upgrading to vehicle options package.	Standard option		
Moldings:		black molded in color		
Radio:	AM/FM with SYNC or Bluetooth	AM/Fm MPS with Sync		
Cloth Seats, Front and Rear	Cloth	Front and rear cloth		
Tow Hooks	Recovery tow hooks	2 Recovery Hooks		
High capacity Trailer Tow Package		Class III Hitch		
Spare Tire	Full size spare tire	Full Size with TPMS		
Automatic Transmission	[maximum towing/payload packages must be offered]	10 Speed Auto, Police Calibrated		
Power Windows	Required	Included		
Steering wheel tilt	Required	Included		
Floor Mats - Original Equipment Manufactured		all weather		
Warranty Description (years/miles)	Include full description for each vehicle offered	3Yr/36k Bumper/Bumper + 8 Yr/100K Hybrid Unique Components + 5Yr/100,000 Powertrain Care		
OPTIONS:	PLEASE INCLUDE OPTION SHEET FOR EACH VEHICLE OFFERED	Whelen Spotlight on front driver's side		
Price per Vehicle (Including All costs, delivery, fees and licenses except Transaction Privilege Tax)	Do not include licensing and title fees.	\$43,540		
Total Transaction Privilege Tax:	MUST BE SPECIFIED SEPERATELY	\$3,670.42		
Total Cost (Price plus tax):		\$47,210.42		
Specify number of days from time of order for delivery:		TBD- Approx 120 days		



Dealership Name: Show Low Ford, Inc. Sales Code : F71492

Dealer Rep.	Charles Angell	Type	Fleet	Vehicle Line	Explorer	Order Code	3673
Customer Name	SHOW LOW	Priority Code	J5	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$49050	FORD FLEET SPECIAL ADJUSTMENT	\$0
.119 INCH WHEELBASE	\$0	SPOT LAMP LED DR - WHELEN	\$470
TOTAL BASE VEHICLE	\$49050	50 STATE EMISSIONS	\$0
AGATE BLACK METALLIC	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
CLOTH BUCKETS/CLOTH REAR SEATS	\$90	SPECIAL FLEET ACCOUNT CREDIT	\$0
ONYX INTERIOR	\$0	FUEL CHARGE	\$0
EQUIPMENT GROUP 500A	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.FM STEREO	\$0	PRICED DORA	\$0
.3.3L HYBRID ENGINE	\$0	ADVERTISING ASSESSMENT	\$0
.10-SP MODULR HYBRD AUTO TRN	\$0	DESTINATION & DELIVERY	\$1795
TOTAL BASE AND OPTIONS			MSRP \$51405
DISCOUNTS			NA
TOTAL			\$51405

ORDERING FIN: QC108 END USER FIN: QC108 PO NUMBER: 12345

Customer Name:	Customer Email:
Customer Address:	Customer Phone:
Customer Signature	
Date	

This order has not been submitted to the order bank.
This is not an invoice.

2027 POLICE INTERCEPTOR UTILITY

POLICE INTERCEPTOR

MAJOR PRODUCT CHANGES

Unique Police Interceptor Utility Features Include:

MODEL/SERIES/AVAILABILITY

- 3 Pursuit Rated Available Models
 - 3.3L V6 Direct-Injection Hybrid Engine System
 - 3.3L V6 Direct-Injection AWD (Late Availability)
 - 3.0L V6 EcoBoost® AWD
- 1 Available Series
 - 500A

MECHANICAL

- 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System – Standard (Hybrid technology is optimal for performance and long days spent idling on the job)
- AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds
- Lithium-Ion Battery Pack
- Manual Police Pursuit Mode (Steering Wheel Switch Execution)
- Brakes – Police calibrated high-performance regenerative braking system
- 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
- Brake Rotors – large mass for high thermal capacity and calipers with large swept area.
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- DC/DC converter – 220-Amp (in lieu of alternator)
- H8 AGM Battery (Standard; 850 CCA/92-amp)
- Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Idle Hour Meter
- Engine Hour Meter
- Powertrain mounts – Heavy-Duty
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks
- Note: Includes Class III Trailer Tow Lighting Package
- Wheels
 - Heavy-duty steel, vented with center cap
 - Full size spare tire w/TPMS
- 50-State Emissions System

INTERIOR FEATURES

- Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area
- Column Shifter
- Seats
 - Front – Police grade cloth – 6-way power-adjustable Manual lumbar, seatback foam designed to comfortably accommodate a utility belt
 - Built-in steel intrusion plates in both front-seatbacks
 - 2nd Row – Police grade vinyl, offers easy care for cleaning
- Flooring – Heavy-Duty vinyl; offers ease of cleaning and long-term durability
- Speedometer – Certified Calibration, digital readout in message center and analog gauge
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

POLICE UPFIT FRIENDLY

- Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)
- Console mounting plate
- Dash pass-thru opening for aftermarket wiring
- Headliner – Easy to service
- Integrated LED police flashers (available)
- Two (2) 50-amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard).

TECHNOLOGY

- 12.1" Integrated Computer Screen (Available; includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area)

TECHNOLOGY (continued)

- Police Perimeter Alert (available; detects and analyzes motion in an approximately 270-degree radius on sides and back of vehicle)
- Rear Camera On-Demand
- Rear Auxiliary Liftgate Lights (available; Red/Blue LED Lights; located beneath liftgate glass in applique panel)
- Rear Spoiler Traffic Warning Lights (LED) – Fully integrated in rear spoiler for enhanced visibility; Provides red/blue/amber directional lighting – fully programmable (available)
- Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use)
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert
- Bluetooth® Interface – Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
- Unique Steering Wheel (with 4-remappable latching switches)

SAFETY/SECURITY HIGHLIGHTS

- 75-mph Rear-impact Crash Tested
 - Note: The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes
- AdvanceTrac® w/RSC® (Roll Stability Control®) police tuned gyroscopic sensors work seamlessly with the ABS
- Ballistic Door-Panels (National Institute of Justice (NIJ) certified to stop Type III, IV, all lesser NIJ rounds, as well as additional special threat rounds) (available)
- Exterior Key Locks – Driver, passenger and liftgate
- Simple Fleet Key (w/o microchip, easy to replace, 4-keys)
- Police Engine Idle feature
- Reverse Sensing

GENERAL

- Underbody deflector plate no longer standard on EcoBoost® models (order 76D)
- Front Headlamp Lighting Solution now includes Red/Blue/White LED Strobes

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Product Changes and Features Availability

Features, options, and package content subject to change. Please check www.fmcdealer.com for the most current information.

★ = New for this model year

2027 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

The following items are std. 2027MY POLICE INTERCEPTOR UTILITY vehicle:

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks
- Note: Includes Class III Trailer Tow Lighting Package
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H8 AGM Battery (850CCA/92-amp)
- Lithium-Ion Battery Pack
- Manual Police Pursuit Mode (Steering Wheel Switch Execution)
- Suspension – independent front & rear
- Transmission – 10-speed automatic
- Transmission Oil Cooler

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Daytime Running Lamps – Configurable ON/OFF through instrument cluster
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
 - Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
 - Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
 - Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
 - Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Upfitter Prep Package (67D) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Dual Pwr/Heated/Manual Fold Back Mirror
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tail lamps – LED
- Tail Lamp Prep Kit
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Climate Control – Rear Aux A/C System
- Dark Car
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Heated Sanitization Solution
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (2) USB A+C Type Ports
- Rear-window Defrost
- Scuff Plates – Front & Rear

INTERIOR/COMFORT (continued)

- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way power lumbar)
 - 1st Row – Passenger Manual Seat with 2-way manual recline and 2-way manual lumbar
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Red and White Dome Lamp in Cargo Area
- Speed (Cruise) Control
- Speedometer – New LCD 12.3" Display Certified Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Over Protection Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Rear Cross Traffic Brake Assist
- Note: Includes unique one-touch temporary disable switch for Law Enforcement use
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking
- Pre-Collision Mitigation system
- Note: Includes unique one-touch temporary disable switch for Law Enforcement use
- Rearview Camera viewable on 8" Center Stack Screen
- 1/4 Scale Rear Camera Display (Available)
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- 100 Watt Siren/Speaker Prep Kit
- Cellular Remote Start
- Compass Display
- Speed Control
- Audio
 - AM/FM / MP3 Capable / Clock / 4-speakers
 - SYNC® Phoenix — Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
 - USB Port — (1)
 - 8" Color LCD Screen Center-Stack "Smart Display"
 - Supports Android Auto and Apple CarPlay
- Vehicle Integration System 2.0 Located behind 2nd row passenger seat floorboard
- Note: Capable of outputting 100 Amps of Power shared with Power Distribution Box*
- Easy Fuel® Capless Fuel-Filler
- Fleet Telematics Modem
 - Allows data to be provided to support Ford Pro™ Telematics and Data Services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <https://fordpro.com/en-us/telematics/> or call 1-833-811-FORD (3673)
- Front door tether straps (driver/passenger)
- PAITRO output tied to liftgate release switch (Police Accessory Independent Timed-Release Output)
- Police Engine Idle
- Power pigtail harness

* = New for this model year

**2027 POLICE INTERCEPTOR UTILITY
STANDARD EQUIPMENT****FUNCTIONAL (continued)**

- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Keyless Entry – Key FOB Only (Less PATS) – Includes 4 fobs
- Two-way radio pre-wire
- Two (2) 50 -- amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

City of Show Low

180 N. 9th Street
Show Low, AZ 85901

Quote Form- Police Vehicle

Type and Year of Vehicle: 2026 Ford Police Interceptor AWD, Hybrid (6) units

Price Excluding Tax: \$ 278,583 $\frac{78}{xx}$

Tax: \$ 23,484 $\frac{60}{xx}$

Total Price: \$ 302,068 $\frac{38}{xx}$

CHALMERS

FLEET



2500 Rio Rancho Blvd
Rio Rancho, NM 87124

Proposal

QUOTE TO: City of Show Low

DESCRIPTION: 2026 Ford Explorer Interceptor Black
3.3L Hybrid

PROPOSAL # 072826-1
PROPOSAL DATE July 28, 2026
MEMBER PO #.
TERMS Due on Receipt
SALES REP Jeff Thrailkill
SHIPPED VIA Pick UP
F.O.B.
PREPAID or COLLECT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	HGAC Contract- VE05-24		
6	2026 Ford Explorer Interceptor Black	\$ 51,250.00	\$ 307,500.00
6	HGAC Discount:2%	\$ (1,025.00)	\$ (6,150.00)
	2026 Ford Explorer Interceptor Black		
	3.3L Hybrid		
	10 Spd modular hybrid Trans		
	Driver Side LED spot Light		
6	Chalmers Ford Value Customer Discount	\$ (3,794.37)	\$ (22,766.22)
6	AZ Tax 8.43%	\$3,914.10	\$23,484.61
		SUBTOTAL	302,068.38
In Stock Subject to Prior Sale DIRECT ALL INQUIRIES TO: Jeff Thrailkill 505-269-3883 jthrailkill@chalmersford.com			\$302,068.38 PAY THIS AMOUNT



**COMMERCIAL
VEHICLE CENTER**

(6) Mid-Size, All-Wheel Drive (AWD), Pursuit Rated

SUBMITTED BY: Jeff Thrailkill & Archuleta, Art Chalmers Ford Fleet Team

SPECIFY Manufacturer/Model/Trim Level:	Minimum Specifications	Additional Specs:		
Description:	(6) Mid-Size, All-Wheel Drive (AWD), Pursuit Rated			
LIST ALL STANDARD FACTORY EQUIPMENT				
Color:	Black			
Overall Height				
Overall Length				
Overall Width				
Front Head Room				
Front Leg Room				
Rear Head Room				
Rear Leg Room				
Cab to Rear Axle: Specify in Inches				
Doors: Specify how many	4+Hatchback			
Cab type				
Engine: specify size & cylinders	Hybrid			
Air Conditioning:	Required			
Brakes				
Bumpers	Required			
Accessory Power Outlet	Min of 2			
Cruise Control	Required			
Defroster	Required			
Fuel Type:	Hybrid			
Fuel Tank: INDICATE CAPACITY				
Floor Covering: Specify Rubber or Carpet	Rubber			
Glass:	Standard Tint Glass - Maximum factory tint			
Keyless entry remotes and keys	(4) keys and entry remotes per vehicle.	Vehicles are to be keyed individually		
Power Locks:	Required			
Backup Camera	Required			
Rear view Mirrors	Rear view mirrors on driver front and passenger front doors, largest available without upgrading to vehicle options package.			
Moldings:				
Radio:	AM/FM with SYNC or Bluetooth			
Cloth Seats, Front and Rear	Cloth	Front Bucket Seats Required		
Tow Hooks	Recovery tow hooks			
High capacity Trailer Tow Package				
Spare Tire	Full size spare tire			
Automatic Transmission	[maximum towing/payload packages must be offered]			
Power Windows	Required			
Steering wheel tilt	Required			
Floor Mats - Original Equipment Manufactured				
Warranty Description (years/miles)	Include full description for each vehicle offered			
OPTIONS:	PLEASE INCLUDE OPTION SHEET FOR EACH VEHICLE OFFERED	Spotlight on front driver's side		

(6) Mid-Size, All-Wheel Drive (AWD), Pursuit Rated

SUBMITTED BY: Jeff Thrailkill ; Art Archuleta, Chalmers Ford Fleet Team

SPECIFY Manufacturer/Model/Trim Level:	Minimum Specifications	Additional Specs:		
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Price per Vehicle (Including All costs, delivery, fees and licenses except Transaction Privilege Tax)	Do not include licensing and title fees.	\$ 46,430 ⁶³		
Total Transaction Privilege Tax:	MUST BE SPECIFIED SEPERATELY	\$ 3914 ¹⁰		
Total Cost (Price plus tax):		\$ 50,344 ⁷³		

Specify number of days from time of order for delivery: 5 days	Must provide a delivery date	2-5 day from Purchase Order Date	
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Units in stock



City of Show Low

Show Low Police Department

180 N. 9th Street
Show Low, Arizona 85901
jcampos@showlowaz.gov
(928) 532-4026

Request for Proposal – Police Vehicles

The City of Show Low is extending a Request for Proposal on:

- Six (6) mid-size, pursuit rated, All-Wheel Drive AWD SUV's.

The city is hosting a **mandatory pre-bid meeting on Monday, July 27th, 2026, at 3:00pm**. Meeting will be at City Hall (180 N 9th St, Show Low AZ 85901). Any dealership wanting to submit an RFP to be considered **must attend the pre-bid meeting**.

If any questions of this solicitation or any apparent omission or discrepancy should come up, after the pre-bid meeting, they must be presented to the city via email **no later than 3:00 p.m. Wednesday, July 29th, 2026**. The City of Show Low will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

Sealed bids must be received no later than 3:00pm Friday, July 31st, 2026. No bids will be accepted after the deadline. No bids will be accepted from a dealership that did not attend the pre-bid meeting. The City of Show Low reserves the right to modify the specifications and to reject any and all quotes not deemed in the best interest of the City.

Please direct any questions concerning this request to the City's Purchasing Agent, Jose Campos at jcampos@showlowaz.gov, fax to (928) 532-4044, or mail to: 180 N. 9th Street, Show Low, AZ 85901. Any correspondence regarding this solicitation should include "RFP – Police Vehicles" in the subject line.

Quotes must be submitted on forms provided with supporting documentation, in a sealed envelope to:

Jose Campos, Purchasing Agent
Show Low City Hall
180 N 9th Street
Show Low, AZ 85901

Bottom right-hand corner of the envelope must be clearly marked "RFP - Police Vehicles - (Name of dealership)"

1. GENERAL CONDITIONS AND REQUIREMENTS

- 1.1. Vehicle shall be Manufacturer's current year model and shall be serviced completely by vendor before delivery and ready in all respects for use. Vehicle shall be a new model, year 2026 or newer.
- 1.2. Vehicle must be police pursuit rated or special service rated as noted.
- 1.3. Vehicle furnished shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle laws, whether or not such requirements are specified in detail.
- 1.4. Within fourteen (14) calendar days after receipt of a purchase order, the contractor shall provide the City copies of the manufacturer's factory order numbers, to confirm vehicle has been ordered. Failure to provide this document may be cause for determination of default of contract.
- 1.5. Delivery of vehicle must take no longer than 120 days.
- 1.6. Submitted bids must be valid for at least 60 calendar days to be considered.

2. WARRANTY

- 2.1. At a minimum, all factory equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the City. The written warranty shall be included with the delivered vehicles to the using agency. The warranty terms shall be stated on Attachment II, where indicated. Failure to provide this general information may result in the bid being rejected.

3. VEHICLE EQUIPMENT REQUIREMENTS All contract prices shall include the minimum equipment specified on Quote sheets. Any additional options should be priced separately as an alternative add on.

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



Quote

Date	Estimate #
6/24/2026	120791

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

Ship To
MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project	
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Patrol PIU / 2026 / 6...	
Item	MFG	Description	MSRP	Qty	Price	Total
AZ DPS Contract 08/26		Contact Name: Doug Brinkerhoff Contact Number: 928-537-5091 e-mail: Dbrinkerhoff@showlowaz.gov Vehicle/Year: Ford PIU / 2026 Type: Patrol x 1 Unit # REV # 3 New AZ Upfitting Co-Op Contract Number CTR078487, 08/27/26			0.00	0.00T
CSP	CSP	Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas etc. Any items not functioning once installed will be diagnosed at \$110.00 per hr. repair items will be quoted Separately. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: 1) Radio w Antennas *****Front of Unit ***Pushbar, Speaker and Lighting			0.00	0.00T

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



Quote

Date	Estimate #
6/24/2026	120791

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

Ship To
MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Patrol PIU / 2026 / 6...

Item	MFG	Description	MSRP	Qty	Price	Total
BK2019ITU20	Setina	PB450L4 pre-lit push bumper with (4) Whelen Ion TRIO lights, 2 forward, 1 each side. PIU 2020-2027. SC 5/26	1179.00	1	1,002.15	1,002.15T
SA315P	Whelen	Siren speaker, Not a Package, 123db. KB026. SC 1/26	465.00	2	302.25	604.50T
SAK1	Whelen	Universal Siren Speaker Mounting Bracket. 1/26	53.00	2	0.00	0.00T
PM435-RB 914313	Nacho Rigid	Quatro Supreme set - Red/Blue. 3/26 SR-Q Series PRO, Drive Professional race output. 2.93 amp. 4752 Raw Lumens. SC 1/26	649.99 269.99	1 2	526.50 188.99	526.50T 377.98T
CEM16	Whelen	New! 16 Output, 4 Input WeCanX™ Expansion Module. KB 026. SC 2/26	292.00	2	189.80	379.60T
COREHEXP16L	K Bruce Co.	CEM16 output harness kit, J-6 (8'), J-5 (8'). SC 9/25.	146.00	2	146.00	292.00T
ARG50D	Whelen	***ARGES Light Arges - Driver Fender Mount 2020-2021 Police Interceptor Utility SC 6/26	116.00	1	75.40	75.40T
ARGES2	Whelen	ProFocus™, Select from Spot/Flood Combination Light or Floodlight from the Control Head PROMO# KB 026. SC 3/26	912.00	1	592.80	592.80T
ARGCH1	Whelen	Arges Bail Mount Control Head. SC 4/26	352.00	1	228.80	228.80T
TCRWX5-DUO	Whelen	***Side Lighting WeCanX TRACER DUO 5-LAMP HOUSING. See Drawing, PROMO# KB026. SC 6/26	1555.00	2	1,010.75	2,021.50T
		***CORE+				

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



Quote

Date	Estimate #
6/24/2026	120791

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

Ship To
MHQ West Build Chandler

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Patrol PIU / 2026 / 6...

Item	MFG	Description	MSRP	Qty	Price	Total
VSG1FR	Whelen	Package Includes Verizon Frontline VSG, Installation Kit, Roof Mount Antenna, and 5-Years of CORE+ Feature Set. SC 4/26 Must fill out MSA for Whelen Rep.	N/C	1	0.00	0.00T
DUOINNPKG	Whelen	***Lighting Package Inner Edge DUO XLP or DUO FST and DUO RST	\$6786.00	1	3,130.40	3,130.40T
C399-PKG	Whelen	Included: CORE C399 controller, CCTL* control head, C399* OBDII cable or C399SP cable SC 1/26 CENCOM CORE WCX CONTROL CENTER. Included in Bundle KB 026. 1/26	1411.00	1	0.00	0.00T
BSFW50Z-PKG	Whelen	Inner Edge FST DUO WCX. See Drawing 8/25	2013.00	1	0.00	0.00T
BS50Z - Pkg	Whelen	RST WCX 10-LT S/D PIU 2020-27 See Drawing. 8/25	2155.00	1	0.00	0.00T
CCTL7-PKG	Whelen	WeCanX 21 BUTTON/SLIDE CTRL HD. Included in Bundle KB 026. 1/26	473.00	1	0.00	0.00T
C399SP-PKG	Whelen	SCANport KIT FOR C399. SC 1/26 ***Driver Door Light On only in Code for 5 sec.	189.00	1	0.00	0.00T
TMS0K	Whelen	Mini T-Series surface mount lighthouse DUO. Red / Amber. 8/25 ***Radar Qte	158.00	1	102.70	102.70T

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Item	MFG	Description	MSRP	Qty	Price	Total
3003	Kustom Si...	Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork. 3/25 ***Console / No Printer / Headrest Printer Mount.	4489.00	1	3,168.75	3,168.75T
C-VSX-1800-INUT	Havis	VSX Console With Front Bin For 2020-2026 Ford Interceptor Utility. SC 6/26 ***Headrest includes mounting and cable.	848.00	1	593.60	593.60T
URPM-PIU	Patrol PC	UltraRugged Headrest Printer Mount®. PIU 2026+. PJ862. Made In The USA.	672.30	1	622.50	622.50T
CUP2-1004	Havis	Self-Adjusting Double Cup Holder 4" (Fixed Mount). SC 5/26	70.00	1	49.00	49.00T
C-ARM-109	Havis	Internal Mount Armrest works with VSX, SC 5/26	370.00	1	259.00	259.00T
C-MD-119	Havis	11" Slide Out Locking Swing Arm with Low Profile Motion Adapter. SC 01/26	391.00	1	273.70	273.70T
DS-DELL-436N-3	Havis	Docking Station for Dell Pro Rugged 14? and 13?, 5430, 7330, 5420, 5424, & 7424 Notebooks With Standard Port Replication & Triple Pass-Thru Antenna Connections & Havis Power Supply. SC 1/26	1489.00	1	1,042.30	1,042.30T
PJ862	Brother	PocketJet 8, 200dpi, 8.5 Width, Thermal Printer with USB C Connectivity/Charging, Bluetooth, 2 Year Premier Warranty (Printer only, requires DC power or optional battery, USB cable, and printing supplies)	628.48	1	544.69	544.69T

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Item	MFG	Description	MSRP	Qty	Price	Total
C-EB30-HXL-1P	Havis	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Harris/L3Harris XL control head. 4/25	33.00	1	0.00	0.00T
C-EB40-CCS-1P	Havis	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom, CORE CCSRN, CCSRNTA, MPC03, CCTL7, CCTI6. SC 9/25.	39.00	1	0.00	0.00T
BCT15X	Uniden	Uniden BearTracker Scanner (BCT15X) with 9,000 Channels, TrunkTracker III Technology, Base/Mobile Design, Close Call RF Capture Technology with Location-Based Scanning, - Black Color. 7/24	234.40	1	234.40	234.40T
C-EB30-U15-1P	Havis	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Uniden BCT15		1	0.00	0.00T
MMBP-25	Magnetic ...	Magnetic Mic. SC 9/25.	39.95	2	31.96	63.92T
C-MCB	Havis	Mic Clip Bracket. SC 01/26	21.00	1	14.70	14.70T
75866	Streamlight	***Flashlight Streamlight 75866 Stinger DS 425-Lumen Bright Rechargeable Dual Switch LED Flashlight with 120V AC/12V DC Smart Charger and 1 Smart Charge Holder, Black. 4/25	230.89	1	157.10	157.10T
3SRCCDCR	Whelen	***Officer Dome 3 inch Round Compartment Light Combination Red-Clear. SC 9/25. ***Weapon Mount	104.00	1	67.60	67.60T

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Item	MFG	Description	MSRP	Qty	Price	Total
GK10291S1LHK	Setina	"Dual T-Rail Mount 1 Small 1 Large Handcuff Key Override" 8/25 ***Prisoner Containment	479.00	1	362.12	362.12T
PK1126ITU20TM	Setina	Ford Utility PI 2020+ "#10XL C Horizontal Sliding Window Coated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen	1149.00	1	868.64	868.64T
480093	Rigid	XL Panel Partition TM (Tall Man). SC 9/25. A-Series High Power Single White. Black Housing. SC 3/26	99.99	1	70.86	70.86T
WK0514ITU20	Setina	2020-27 PI Utility Window Barrier VS Steel Vertical. SC 3/26	329.00	1	248.72	248.72T
DK0100ITU20	Setina	2020-27 Ford Utility PI "Door Panel VS TPO Plastic Black Installs Over OEM Door Panels". SC 9/25.	339.00	1	256.28	256.28T
QK2141ITU25	Setina	"Full REPLACEMENT Transport Seat for Utility 2025 + TPO Plastic With SETINA SMARTBELT SYSTEM *INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Area Rear Partition" 8/25 ***Side Cargo Window Lighting	2509.00	1	1,896.80	1,896.80T

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Item	MFG	Description	MSRP	Qty	Price	Total
PSJ02FCR	Whelen	Strip-Lite™ Plus Series, J - Red / Blue. KB026. SC 10/25.	218.00	2	141.70	283.40T
PSBKT90	Whelen	90° Mounting Bracket for 1 Strip-Lite Plus™ Lighthead. SC 2/26 ***Cargo Box	32.00	2	20.80	41.60T
TK1720ITU20	Setina	E-Z Lift Sliding Single Drawer 2020-Current Interceptor Utility2020-Utility. SC 6/26 ***Cargo Lighting Under Hatch with rocker	3039.00		2,297.48	2,297.48T
480093	Rigid	A-Series High Power Single White. Black Housing. SC 3/26	99.99	1	70.86	70.86T
480043	Rigid	A-Series Low Power Single Red. Black Housing. 5/25 ***Rear Hatch Lighting	101.99	1	72.28	72.28T
TSS0JC	Whelen	T-SERIES SURFACE MT TRIO R/B/W. SC 1/26 ***Antenna See Mounting From Last Build	221.00	2	143.65	287.30T
KB-ASFC-155-U2-B1	Panorama ...	FLEXI 155MHz/U2/780MHz COMPRSD ANT,VHF/UHF/700 MHz. SC 9/25	85.20	1	69.78	69.78T
KB-C29T-5SJ	Panorama ...	TNC(M)-SMA(F) 5 meter CS29 CABLE ASSY CELL CABLE-TNC. SC 4/26	49.03	1	40.16	40.16T
KB-C32SP-5T	Panorama ...	5 meter CS32 CABLE ASSY SMA(m) - TNC(m),Wi-Fi Cable - TNC. SC 10/25.	28.84	1	23.62	23.62T
KB-C23FP-5T	Panorama ...	FME(m)-TNC(m) CS23 5 meter CABLE,GPS Cable - TNC. SC 4/26	30.68	1	25.13	25.13T

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Item	MFG	Description	MSRP	Qty	Price	Total
CH26.2.20 Standard	911 Circuits	Ch26 harness with the red bank and yellow bank hot and all other banks controlled by switches for timed or ignition. Contains 20 foot output harness wires and the dual stage timer. SC 9/25.	1250.00	1	760.50	760.50T
CH26 Mount	911 Circuits	Mounting Base for CH26 Housing. SC 9/25.	49.00	1	28.60	28.60T
Materials		Misc Shop Supplies and Materials		1	265.00	265.00T
Shipping		Shipping		1	485.00	485.00
Labor AZ	MHQ of AZ	EVT Certified Installation Labor	135.00	86	110.00	9,460.00

			Subtotal	\$34,339.72
Please contact Brian Shaw @ 480-848-9994 with any questions. Thank you for your business.			Sales Tax (7.8%)	\$1,902.79
			Total	\$36,242.51



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

ADDRESS
Show Low Police

Estimate 13885

DATE 08/18/2026

PMT METHOD
VISA

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
WRAP	PARTIAL WRAP 2026 or 2027 FORD EXPLORER BLACK VEHICLES, WRAPPING WHITE DOORS REFLECTIVE DECALS ON BACK	1	1,250.00	1,250.00

SUBTOTAL 1,250.00
TAX 0.00

TOTAL \$1,250.00

Accepted By

Accepted Date

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Show Low Meadow Multi-Use Path Phase 3, City of Show Low Project No. 4021802 and Authorization of Scope Revision (Chris Reid)

RECOMMENDATION

I **MOVE** to accept the construction of the Show Low Meadow Multi-Use Path Phase 3, City of Show Low Project No. 4021802, completed by McCauley Construction & Trucking, LLC, approve the scope revision and a final project cost of \$83,175.00 and initiate the two-year warranty period.

BACKGROUND

On March 24, 2026, the Show Low City Council awarded a construction contract for the Show Low Meadow Multi-Use Path Phase 3 to McCauley Construction & Trucking, LLC in an amount not to exceed \$73,955.00, after public solicitation of bids from qualified contractors. The total budget for this project was \$90,000. The scope of work included the furnishing of all labor, materials and incidental work as required to construct asphalt paving, curbs and gutters, grading, drainage channels and related improvements. Completion of the project also required a scope revision for the addition of geogrid (for added pavement strength), traffic bollards and asphalt base materials.

The project has been completed for a total cost of \$83,175.00.

Staff recommends accepting the construction of the Show Low Meadow Multi-Use Path Phase 3, City of Show Low Project No. 4021802, completed by McCauley Construction & Trucking, LLC, approving the scope revision and a final project cost of \$83,175.00, and initiating the two-year warranty period.

ATTACHMENTS

1. Meadow Path 3 Scope_Screenshot 2026-09-09 105235

FISCAL IMPACT

Final cost: \$83,175.00

Funding source (account no.): Show Low Meadow Open Space (11-402-495-7300-1802/4021802)



**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Award of Construction Contract for Pineglen Park Village Roadway Improvements, City of Show Low Project No. 50027029 and Authorization of Associated Budget Transfers (Chris Reid)

RECOMMENDATION

I **MOVE** to award the construction contract for the Pineglen Park Village Roadway Improvements, City of Show Low Project No. 50027029, to Perkins Cinders, Inc. for an amount not to exceed \$1,079,483.27 and authorize the associated budget transfers.

BACKGROUND

The City's 2027 fiscal year budget includes a capital improvement project labeled "Pineglen Mill & Overlay" with a construction budget of \$1,011,000. The scope of the work includes the furnishing of all labor, materials, traffic control, and incidentals as may be required to mill approximately 19,375 square yards of existing asphalt roadway, prepare and compact subgrade, reshape roadway grades and crowns, install new three-inch asphalt pavement overlay, adjust water valves and manholes, and other improvements incidental to the work.

The project was designed by City engineering staff with an engineer's estimate of \$1,293,600. The project was advertised for bids per statutory requirements. Four bids were received, and the four bids meeting qualifications are as follows:

<u>Contractor</u>	<u>Total Bid</u>
Perkins Cinders, Inc.	\$1,079,483.27
Western Grade, LLC	\$1,149,143.49
Sunland Asphalt & Construction, LLC	\$1,346,737.00
Surface Contracting, Inc.	\$1,423,947.50

Staff recommends awarding the construction contract for the Pineglen Park Village Roadway Improvements, City of Show Low Project No. 50027029, to Perkins & Cinders, Inc. in an amount not to exceed \$1,079,483.27 and authorizing the associated budget transfers. The City's standard contract will be used for this project.

ATTACHMENTS

1. PINEGLEN PARK
2. 50027029 BID TAB

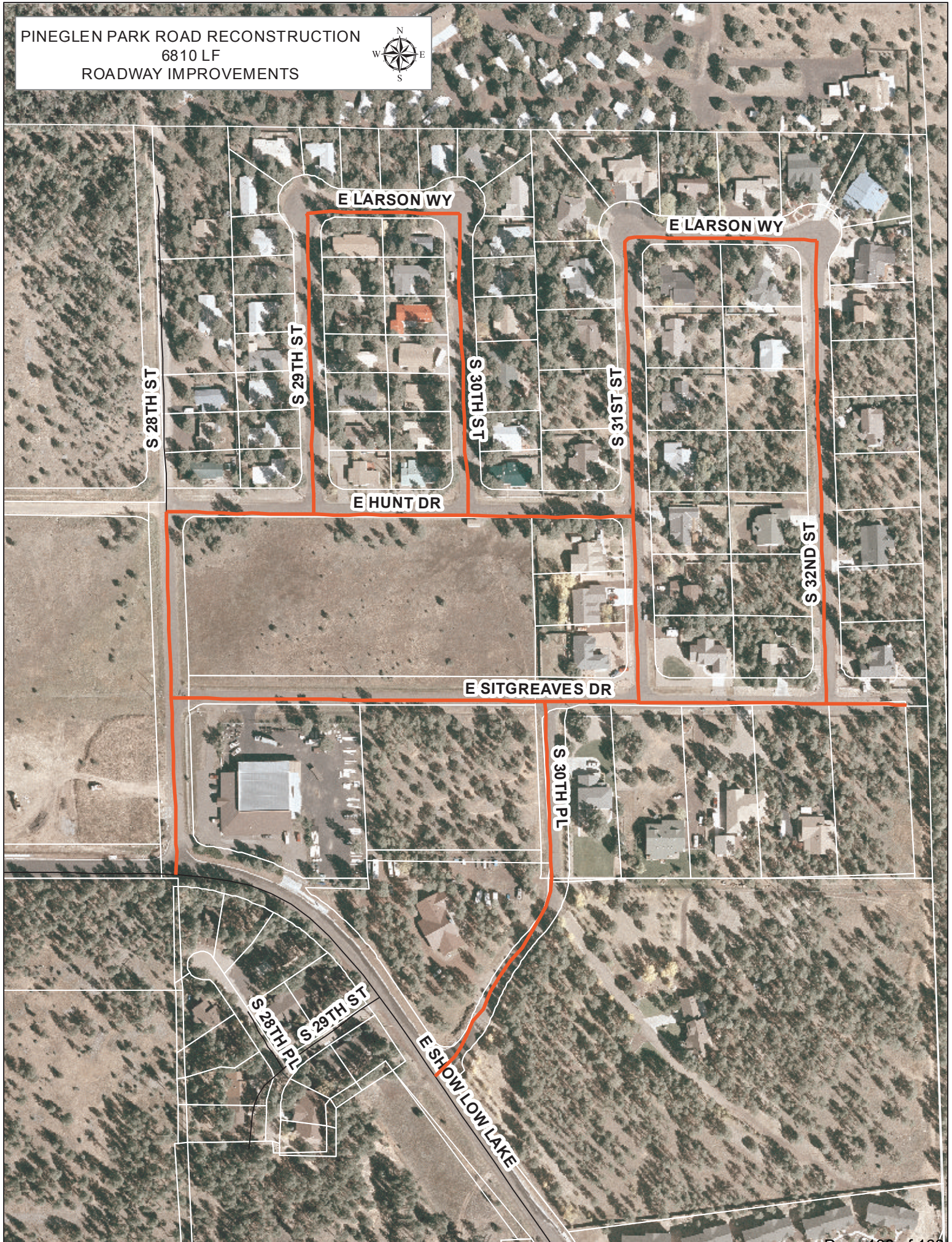
FISCAL IMPACT

Anticipated cost: \$1,079,483.27

Funding source(s) account no(s): Improvements (12-500-495-7310-0000/50027029) &

General Street Improvements (12-500-495-7310-0000/50027024)

PINEGLEN PARK ROAD RECONSTRUCTION
6810 LF
ROADWAY IMPROVEMENTS



Pineglen Park Village Mill Overlay, City of Show Low Project No. 50027029
Bid Opening Thursday, September 3, 2026 @ 2:00 PM
Bid Tabulation Sheet

	BID SCHEDULE A			Perkins Cinders, Inc.	1	Western Grade, LLC	2
Item	Description	Unit	No. of Units	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$75,999.53	\$75,999.53	\$18,288.49	\$18,288.49
2	Mill Existing Asphalt 3" Thickness	SY	19,375	\$5.76	\$111,600.00	\$15.58	\$301,862.50
3	Install 3" Asphalt Overlay	TONS	3,700	\$166.30	\$615,310.00	\$159.90	\$591,630.00
4	Adjust Manhole to Grade	EA	9	\$2,382.97	\$21,446.73	\$1,616.77	\$14,550.93
5	Replace Existing Concrete To 6" Min. Thickness	SY	1,080	\$137.69	\$148,705.20	\$140.33	\$151,556.40
6	Install Asphalt Driveway	SY	240	\$74.87	\$17,968.80	\$42.92	\$10,300.80
7	Sawcut Existing Pavement	LF	175	\$8.31	\$1,454.25	\$8.21	\$1,436.75
8	Sawcut and Remove Existing Asphalt Driveway	SY	240	\$30.70	\$7,368.00	\$7.66	\$1,838.40
9	Sawcut and Remove Existing Concrete Driveway	SY	1,080	\$10.89	\$11,761.20	\$4.76	\$5,140.80
10	Base Repair	CY	250	\$103.19	\$25,797.50	\$44.96	\$11,240.00
11	Adjust Sewer Clean Out To Grade	EA	1	\$885.02	\$885.02	\$649.21	\$649.21
12	Adjust Water Meter To Grade	EA	1	\$1,187.04	\$1,187.04	\$649.21	\$649.21
13	Force Account ^C	F.A.	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
	GRAND TOTAL				\$1,079,483.27		\$1,149,143.49

Pineglen Park Village Mill Overlay, City of Show Low Project No. 50027029
Bid Opening Thursday, September 3, 2026 @ 2:00 PM
Bid Tabulation Sheet

BID SCHEDULE A				Sunland Asphalt & Construction, LLC	3	Surface Contracting, Inc.	4
Item	Description	Unit	No. of Units	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$134,000.00	\$134,000.00	\$100,000.00	\$100,000.00
2	Mill Existing Asphalt 3" Thickness	SY	19,375	\$7.45	\$144,343.75	\$7.70	\$149,187.50
3	Install 3" Asphalt Overlay	TONS	3,700	\$198.50	\$734,450.00	\$214.00	\$791,800.00
4	Adjust Manhole to Grade	EA	9	\$1,950.00	\$17,550.00	\$3,000.00	\$27,000.00
5	Replace Existing Concrete To 6" Min. Thickness	SY	1,080	\$102.50	\$110,700.00	\$148.00	\$159,840.00
6	Install Asphalt Driveway	SY	240	\$74.43	\$17,863.20	\$85.00	\$20,400.00
7	Sawcut Existing Pavement	LF	175	\$3.10	\$542.50	\$10.00	\$1,750.00
8	Sawcut and Remove Existing Asphalt Driveway	SY	240	\$38.32	\$9,196.80	\$100.00	\$24,000.00
9	Sawcut and Remove Existing Concrete Driveway	SY	1,080	\$88.81	\$95,914.80	\$59.00	\$63,720.00
10	Base Repair	CY	250	\$155.00	\$38,750.00	\$165.00	\$41,250.00
11	Adjust Sewer Clean Out To Grade	EA	1	\$1,950.95	\$1,950.95	\$2,500.00	\$2,500.00
12	Adjust Water Meter To Grade	EA	1	\$1,475.00	\$1,475.00	\$2,500.00	\$2,500.00
13	Force Account ^C	F.A.	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
GRAND TOTAL					\$1,346,737.00		\$1,423,947.50

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Award of a Construction Contract for Taxiway Bravo Overlay, City of Show Low Project No. 75027023 and Authorization of Associated Budget Transfers (Chris Reid)

RECOMMENDATION

I **MOVE** to award the construction contract for the Taxiway Bravo Overlay, City of Show Low Project No. 75027023, to Western Grade, LLC for an amount not to exceed \$524,229.93 and authorize the associated budget transfers.

BACKGROUND

The City's 2027 fiscal year budget includes a capital improvement project labeled "Taxiway B Improvements" with a construction budget of \$275,000 and project savings from 2026 capital improvement projects "36th Drive Curb" and "Woolford Subdivision Improvements". The scope of the work includes the furnishing of all labor, materials, traffic control, and incidentals as may be required to install approximately 1,650 tons of 2.5" asphalt overlay, 10,200 square yards of tack coat, pavement fabric and other incidental work.

The project was designed by City engineering staff with an engineer's estimate of \$521,100 for base bid and alternative bid items. The project was advertised for bids per statutory requirements. Four bids were received, and the four bids meeting qualifications are as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternative Bid</u>	<u>Total Bid</u>
Western Grade, LLC	\$445,446.33	\$78,783.60	\$524,229.93
Perkins Cinders, Inc.	\$513,902.36	\$71,927.80	\$585,830.16
Sunland Asphalt & Construction, LLC	\$542,387.55	\$92,960.00	\$635,347.55
Surface Contracting, LLC	\$577,073.00	\$54,614.00	\$631,687.00

Staff recommends awarding the construction contract for the Taxiway Bravo Overlay, City of Show Low Project No. 75027023, to Western Grade, LLC, in an amount not to exceed \$524,229.93 for all base bid and alternative bid items, and authorizing the associated budget transfers. The City's standard contract will be used for this project.

ATTACHMENTS

1. Cover from 75027023 BID PLANS UPDATED
2. 75027023 BID TAB

FISCAL IMPACT

Anticipated cost: \$524,229.93

Funding source(s) account no(s): Improvements (11-750-49-7310-0000/75027023) & Improvements (12-500-495-7310-0000/5002531) & Improvements (12-500-495-7310-

0000/5002653) & Improvements (12-500-495-7310-0000/50027024)



LOCATION MAP

SERVING UTILITIES

WATER - CITY OF SHOW LOW
SEWER - CITY OF SHOW LOW
ELECTRIC - APS
GAS - UNISOURCE ENERGY
TELEPHONE - FRONTIER
TV - CABLE ONE
IRRIGATION - SHOW LOW IRRIGATION

ESTIMATED QUANTITIES LIST

SAWCUT AND REMOVE EXISTING PAVEMENT, 35 SY
INSTALL 2.5" ASPHALT OVERLAY, 1800 TONS
INSTALL BITUMINOUS TACK COAT, 11030 SY
INSTALL PAVEMENT FABRIC, 11030 SY
INSTALL 6" TAXIWAY STRIPE (YELLOW), 4025 LF
INSTALL RUNWAY HOLDING POSITION MARKING (YELLOW), 3 EA
INSTALL RUNWAY NUMBERING, 3 EA
INSTALL EDGE OF TAXIWAY PAVEMENT MARKINGS (YELLOW), 250 LF
INSTALL 4" ASPHALT, 130 TONS
INSTALL 8" ABC BASE, 120 CY
INSTALL BASE REPAIR, 25 CY

ESTIMATED BID ALTERNATIVE 1 QUANTITIES LIST

INSTALL 2.5" ASPHALT OVERLAY, 130 TONS
INSTALL BITUMINOUS TACK COAT, 800 SY
INSTALL PAVEMENT FABRIC, 800 SY

ESTIMATED BID ALTERNATIVE 2 QUANTITIES LIST

CRACK SEAL EXISTING PAVEMENT, 800 SY
SEAL COAT EXISTING PAVEMENT, 800 SY

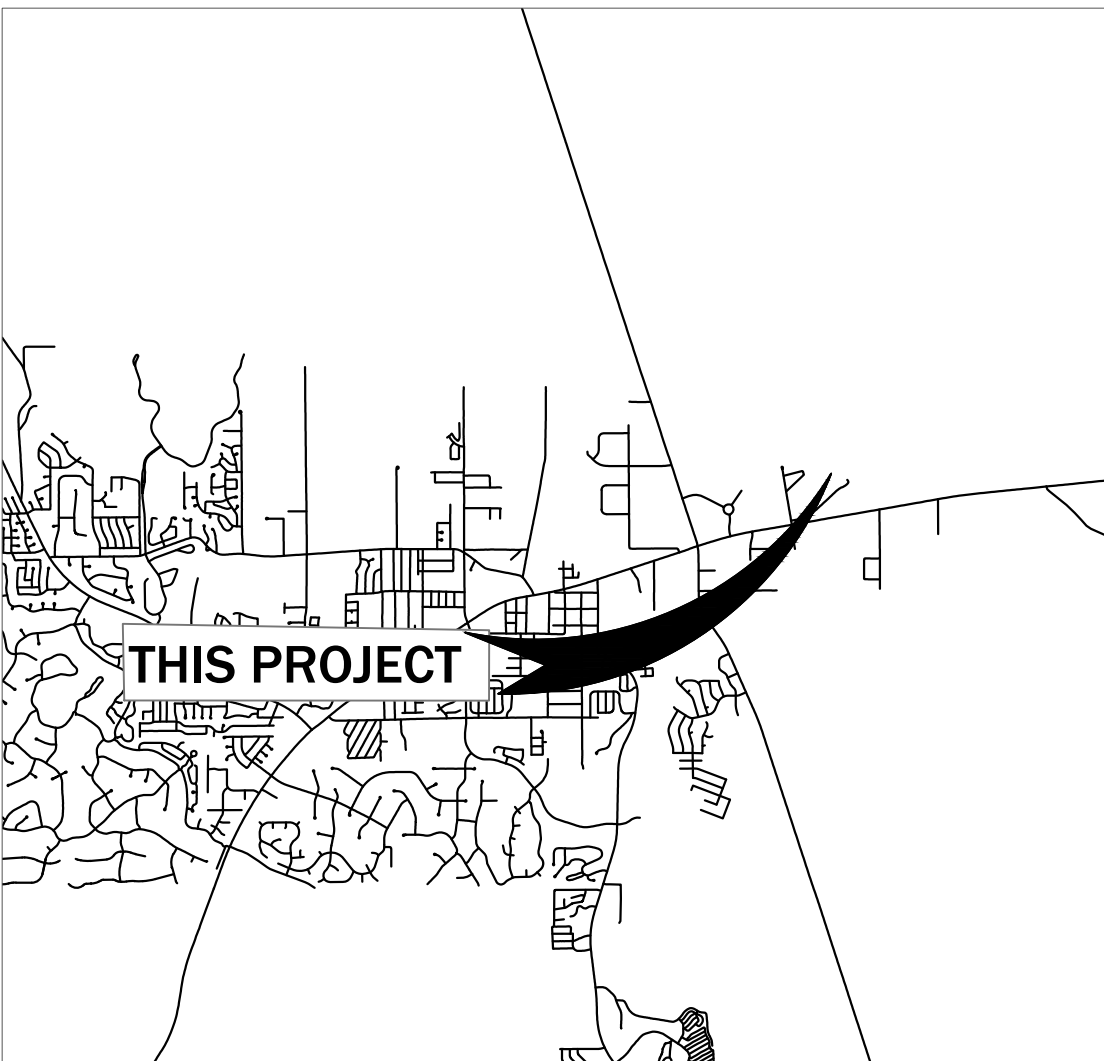
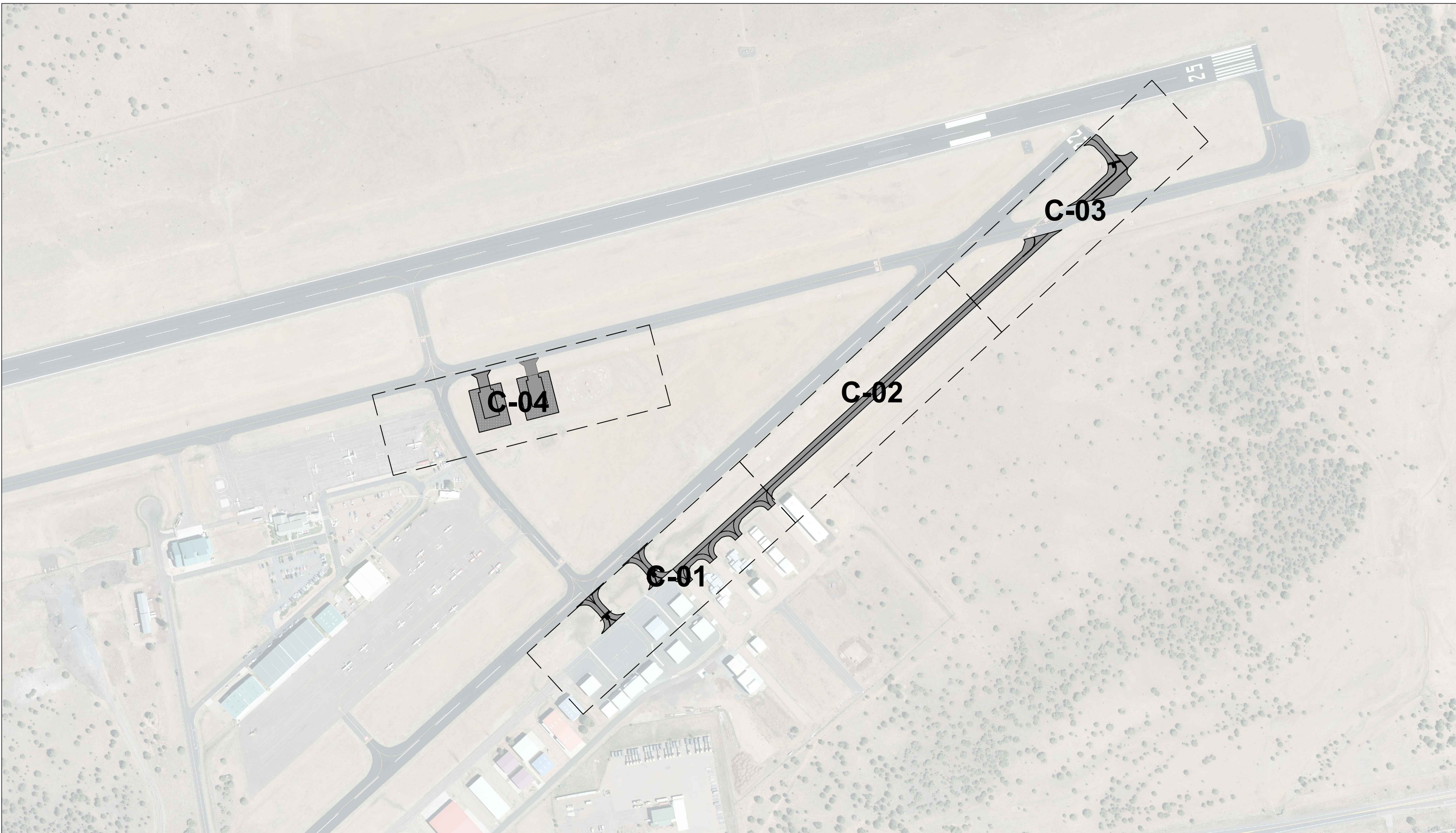
SHEET INDEX

COVER SHEET	1	G-01
NOTE SHEET	2	G-02
CONSTRUCTION SHEET	3 - 6	C-01 - C-04
DETAIL SHEET	7	D-01

AIRPORT IMPROVEMENTS
TAXIWAY "BRAVO" IMPROVEMENTS

COSL # 75027023

A PORTION OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 22 EAST
OF THE GILA AND SALT RIVER MERIDIAN
CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA



MAYOR: JOHN LEECH, JR
VICE MAYOR: CONNIE KAKAVAS

CITY COUNCIL:

JON ADAMS
DERIK WHIPPLE
BRANDT CLARK
GENTRY HATCH
BRYCE JUDD

CITY MANAGER: MORGAN BROWN

PUBLIC WORKS DIRECTOR: SHANE HEMESATH, P.E.

APPROVAL

8-14-26

CITY OF SHOW LOW PUBLIC WORKS DIRECTOR

DATE

REVISION BLOCK			
NO.	DATE	DESCRIPTION	BY



City of
SHOW LOW
Arizona
"NAMED BY THE TURN OF A CARD"

CITY OF SHOW LOW
ENGINEERING DIVISION

180 N. 9th Street
Show Low, Arizona 86501
Ph: (928) 532-4080
Fax: (928) 532-4009

COVER SHEET

TAXIWAY "BRAVO" IMPROVEMENTS
AIRPORT IMPROVEMENTS

DRN:RTL	DATE: 08/26	SHEET #	SHEET
DES:RTL	DATE: 08/26	1 OF 7	G-01
CHD:RTL	DATE: 08/26		



Project: Taxiway B Overlay, City of Show Low Project No. 75027023
Bid Opening: Thursday, September 3, 2026 @ 2:30 PM
Bid Tabulation Sheet

	BID SCHEDULE A			Western Grade LLC	1	Perkins Cinders INC	2
Item	Description	Unit	No. of Units	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$9,012.37	\$9,012.37	\$42,779.41	\$42,779.41
2	Traffic Control and Barricades	LS	1	\$7,198.89	\$7,198.89	\$11,945.54	\$11,945.54
3	Sawcut and Remove Existing Pavement	SY	35	\$23.65	\$827.75	\$47.77	\$1,671.95
4	Install 2.5" Asphalt Overlay	TONS	1,895	\$159.43	\$302,119.85	\$170.76	\$323,590.20
5	Mill Existing Asphalt 2.5" Thickness	SY	2,420	\$6.54	\$15,826.80	\$7.18	\$17,375.60
6	Install Bituminous Tack Coat	SY	11,620	\$2.16	\$25,099.20	\$2.57	\$29,863.40
7	Install 6" Taxiway Stripe (Yellow)	LF	3,935	\$2.93	\$11,529.55	\$1.89	\$7,437.15
8	Install Runway Holding Position Marking (Yellow)	EA	3	\$1,799.72	\$5,399.16	\$4,192.14	\$12,576.42
9	Install Runway Numbering	EA	3	\$1,799.72	\$5,399.16	\$4,315.58	\$12,946.74
10	Install Edge of Taxiway Pavement Markings (Yellow)	LF	250	\$7.20	\$1,800.00	\$7.84	\$1,960.00
11	Install 4" Asphalt	TONS	130	\$216.15	\$28,099.50	\$176.94	\$23,002.20
12	Install 8" ABC Base	CY	120	\$94.93	\$11,391.60	\$45.05	\$5,406.00
13	Install Base Repair	CY	25	\$69.70	\$1,742.50	\$133.91	\$3,347.75
14	Force Account	F.A.	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	Sub Total				\$445,446.33		\$513,902.36
1A	Install Pavement Fabric	SY	11,620	\$6.78	\$78,783.60	\$6.19	\$71,927.80
	GRAND TOTAL				\$524,229.93		\$585,830.16

Project: Taxiway B Overlay, City of Show Low Project No. 75027023
Bid Opening: Thursday, September 3, 2026 @ 2:30 PM
Bid Tabulation Sheet

BID SCHEDULE A				Sunland Asphalt & Construction LLC	3	Surface Contracting LLC	4
Item	Description	Unit	No. of Units	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$62,000.00	\$62,000.00	\$31,000.00	\$31,000.00
2	Traffic Control and Barricades	LS	1	\$8,400.00	\$8,400.00	\$9,000.00	\$9,000.00
3	Sawcut and Remove Existing Pavement	SY	35	\$63.90	\$2,236.50	\$180.00	\$6,300.00
4	Install 2.5" Asphalt Overlay	TONS	1,895	\$198.50	\$376,157.50	\$197.00	\$373,315.00
5	Mill Existing Asphalt 2.5" Thickness	SY	2,420	\$5.50	\$13,310.00	\$10.20	\$24,684.00
6	Install Bituminous Tack Coat	SY	11,620	\$0.50	\$5,810.00	\$1.70	\$19,754.00
7	Install 6" Taxiway Stripe (Yellow)	LF	3,935	\$1.10	\$4,328.50	\$2.00	\$7,870.00
8	Install Runway Holding Position Marking (Yellow)	EA	3	\$252.85	\$758.55	\$4,100.00	\$12,300.00
9	Install Runway Numbering	EA	3	\$379.25	\$1,137.75	\$4,100.00	\$12,300.00
10	Install Edge of Taxiway Pavement Markings (Yellow)	LF	250	\$1.10	\$275.00	\$3.50	\$875.00
11	Install 4" Asphalt	TONS	130	\$265.20	\$34,476.00	\$200.00	\$26,000.00
12	Install 8" ABC Base	CY	120	\$42.20	\$5,064.00	\$240.00	\$28,800.00
13	Install Base Repair	CY	25	\$337.35	\$8,433.75	\$195.00	\$4,875.00
14	Force Account	F.A.	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Sub Total					\$542,387.55		\$577,073.00
1A	Install Pavement Fabric	SY	11,620	\$8.00	\$92,960.00	\$4.70	\$54,614.00
GRAND TOTAL					\$635,347.55		\$631,687.00

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Proposed Annual Performance Evaluation Process for Appointed Positions (Ashley Ryan)

RECOMMENDATION

I **MOVE** to approve the proposed appointed officials evaluation process and associated evaluation documents as presented and direct staff to implement the process for future annual evaluations.

BACKGROUND

The City Council is responsible for conducting annual performance evaluations of its appointed officials, including the City Manager, City Attorney, and City Magistrate. Historically, these evaluations have been conducted informally during executive sessions, consisting primarily of verbal presentations by the appointed officials followed by Council discussion and feedback. While this process has provided flexibility, it has not included standardized evaluation criteria, written performance metrics, or formal documentation to ensure consistency across evaluations.

At the direction of the City Council and following prior discussions regarding evaluation practices, the Human Resources Department has developed a proposed evaluation process and accompanying documents for Council consideration. The proposed process is intended to provide a more structured, consistent, and transparent framework for evaluating appointed officials while maintaining the Council's ability to discuss performance and provide direction during executive session.

The proposed evaluation materials include standardized evaluation forms, performance criteria, instructions for Councilmember participation, and procedures for compiling and presenting evaluation results. The process is designed to promote fairness, establish clear expectations, and provide meaningful performance feedback while aligning evaluation outcomes with Council priorities and organizational goals.

The attached documents have been provided for Council review and consideration. Staff is requesting direction from the City Council regarding adoption of the proposed evaluation process and associated evaluation materials for appointed officials. If approved, staff will implement the process for the upcoming evaluation cycle and coordinate the necessary timelines and documentation with the Council and appointed officials.

ATTACHMENTS

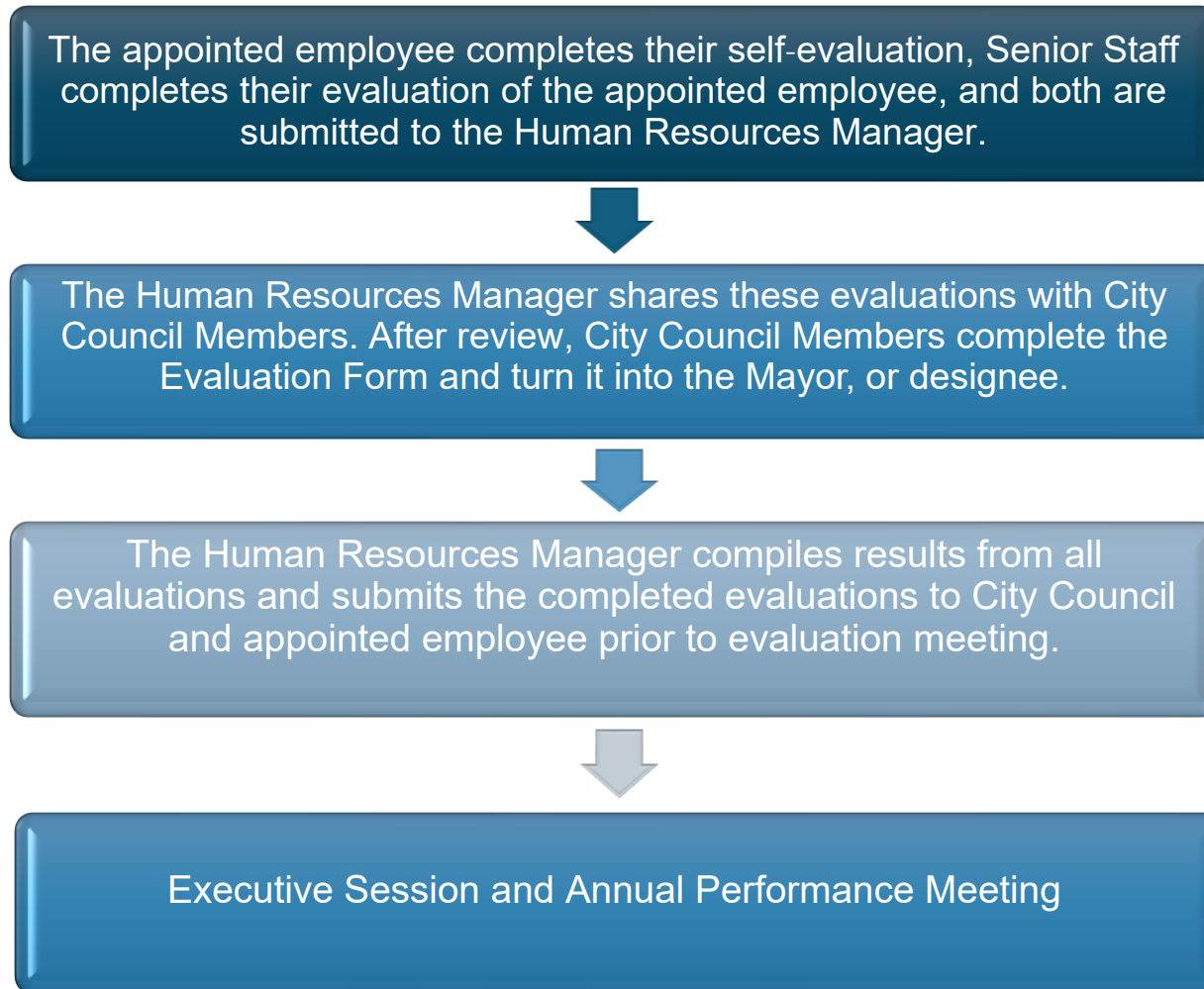
1. Appointed Position Annual Performance Eval Process
2. City Appointed Employee Self-Evaluation Form
3. City Manager Evaluation by Senior Staff

4. City Manager Evaluation
5. City Attorney Evaluation by Senior Staff
6. City Attorney Evaluation
7. City Magistrate Evaluation

FISCAL IMPACT

N/A

Proposed Annual Performance Evaluation Process for Appointed Employees





City of Show Low
Annual Appointed Position
Self-evaluation

Employee's Name:

Date:

This is to confirm our meeting on _____ to discuss your performance over the last _____ months/year and to create a plan for your performance for the coming year.

Your input is essential to the success of our meeting and we value your ideas. Please respond to the following questions in as much detail as possible. We will use this information to prepare your annual performance evaluation.

Please return this sheet to (who) by _____ so that Council can incorporate your perspectives into the evaluation.

1. Which accomplishments or strengths from this evaluation period do you believe best demonstrate your performance?

2. What were your greatest challenges since our last performance discussion?

Employee Signature

Date

Mayor Signature

Date



City of Show Low
City Manager Evaluation
Completed by Senior Staff

EMPLOYEE NAME		REVIEW PERIOD
EVALUATOR NAME		
CORE AREAS OF EVALUATION		
1. Leadership and Management 2. Strategic Planning 3. Fiscal Responsibility 4. Communications 5. Community Relations		
PERFORMANCE RATING		

Consider the employees' performance in each category and designate the level of performance that most accurately describes the overall job performance throughout the rating period:

- **Rating: Exceeding Expectations-** The City Manager demonstrated superior performance throughout the rating period, going above and beyond expectations within their role.
- **Rating: Successful-** The City Manager has met the shared expectations of the position over the last year and demonstrated success in the role.
- **Rating: Needs Improvement-** The City Manager's performance is below the shared expectations over the last year and specific examples are provided to improve in the role.

EXPECTATIONS OF THE CITY MANAGER				
<i>Check one rating for each category to indicate employee's overall performance.</i>				
	Exceeding Expectations	Successful	Needs Improvement	
Leadership and Management – Provides effective, ethical, and transparent leadership. Demonstrates strong decision making and sound judgment. Manages staff and directors effectively ensuring accountability and support.	☐	☐	☐	
Comments: 				



City of Show Low
City Manager Evaluation
Completed by Senior Staff

<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement
Strategic Planning – Establishes and communicates clear goals and strategic priorities for the City. Effectively executes council approved plans, initiatives, and policies. Demonstrates long term planning and proactive problem solving.	☐	☐	☐
Comments:			
Fiscal Responsibility – Oversees the City budget in a responsible and transparent manor. Ensures operational efficiency across all departments. Identifies and implements cost saving measure without compromising service quality.	☐	☐	☐
Comments:			
Communications – Communicates effectively with senior staff, employees, and other partners. Maintains a strong working relationship with community leaders, and partners. Demonstrates professionalism and diplomacy in challenging situations.	☐	☐	☐
Comments:			
Community Relations - Provides timely information to the public on matters likely to generate significant public interest or reaction. Responds to community concerns in a timely and respectful manner. Actively supports initiatives that improve the community.	☐	☐	☐



City of Show Low
City Manager Evaluation
Completed by Senior Staff

Comments:

OVERALL ANNUAL PERFORMANCE RATING

Refer to the information on the previous pages and consider the comments you provided; check **one** overall rating option below.

Check One	OVERALL RATING
☐	Exceeding Expectations- The City Manager demonstrated superior performance throughout the rating period, going above and beyond expectations within their role.
☐	Successful- The City Manager has met the shared expectations of the position over the last year and demonstrated success in the role.
☐	Needs Improvement- The City Manager's performance is below the shared expectations over the last year and specific examples are provided to improve in the role.

EVALUATOR'S COMMENTS AND SIGNATURE

SIGNATURE	DATE



City of Show Low
City Manager Evaluation
Conducted by City Council

EMPLOYEE NAME		REVIEW PERIOD
COUNCIL MEMBER NAME		
CORE AREAS OF EVALUATION		
1. City Council Relations/Directives 2. Management Style 3. Fiscal Responsibility 4. Communications 5. Community Relations		
PERFORMANCE RATING		

Consider the employees' performance in each category and designate the level of performance that most accurately describes the overall job performance throughout the rating period:

- **Rating: Exceeding Expectations-** The City Manager demonstrated superior performance throughout the rating period, going above and beyond expectations within their role.
- **Rating: Successful-** The City Manager has met the shared expectations of the position over the last year and demonstrated success in the role.
- **Rating: Needs Improvement-** The City Manager's performance is below the shared expectations over the last year and specific examples are provided to improve in the role.

CITY COUNCIL MISSION AND PRIORITIES

Mission

The City of Show Low is dedicated to exceeding expectations and enhancing quality of life through:

•Commitment •Opportunities •Service •Leadership...as we work together with our community.

Areas of Focus

- Infrastructure: Preserve Existing Assets
- Economic Development
- Organization
- Quality of Life



City of Show Low
City Manager Evaluation
Conducted by City Council

EXPECTATIONS OF THE CITY MANAGER			
<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement
City Council Relations - Ensures that information is detailed, reliable, thoroughly explained and includes alternatives and recommendations. Shares written information provided to one City Council Member with all of the City Council.	☐	☐	☐
Comments:			
City Council Directives - Implements policies by accurately interpreting direction given by the City Council, carrying out their directives as a whole and supporting the actions of the City Council after a decision has been made.	☐	☐	☐
Comments:			
Proactive Management Style – Demonstrates initiative and creativity when addressing issues, challenges, and unique situations. Remains open to new ideas and supports positive change. Adapts effectively to evolving local government expectations and to impacts from state and national conditions. Ensures the City Council is consistently informed about all critical operational matters.	☐	☐	☐
Comments:			
City Council Agendas - Provides concise, accurate, and meaningful agenda materials in a consistent format for the City Council's review, ensuring timely delivery of all written and electronic documents.	☐	☐	☐
Comments:			



City of Show Low
City Manager Evaluation
Conducted by City Council

<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement
Finance and Budgeting - Budget recommendations are presented with clear rationale and, when appropriate, alternative options for consideration. Ensures the City Council fully understands the basis for budget requests and the decision-making process behind final recommendations. Implements the City Council's spending policies using standard financial management practices and ensures that key financial information is communicated.	☐	☐	☐
Comments:			
Communications - Provides timely information to the public on matters likely to generate significant public interest or reaction. Communicates city business openly and candidly with the City Council, using various methods including one-on-one meetings with City Council Members. Remains accessible and responsive to all City Council Members.	☐	☐	☐
Comments:			
Customer Service – Treats all members of the public fairly, with dignity and respect. Works to resolve issues at the administrative level rather than through City Council intervention. Values community perspectives and recognizes the importance of customer satisfaction.	☐	☐	☐
Comments:			
Long Term Planning - Plans proactively by anticipating needs and identifying potential problems early. Maintains strong attention to detail to prevent errors or overlooked issues. Seeks input to ensure future plans are realistic and communicates potential challenges in advance. Collaborates with the City Council when appropriate.	☐	☐	☐
Comments:			



City of Show Low
City Manager Evaluation
Conducted by City Council

OVERALL ANNUAL PERFORMANCE RATING

Refer to the information on the previous pages and consider the comments you provided; check one Overall Rating option below.

Check One	OVERALL RATING
☐	Exceeding Expectations - The City Manager demonstrated superior performance throughout the rating period, going above and beyond expectations within their role. They may have delivered unexpected quality or value or demonstrated initiative in accomplishing a priority.
☐	Successful - The City Manager has met the shared expectations of the position over the last year and demonstrated success in the role.
☐	Needs Improvement - The City Manager's performance is below the shared expectations over the last year and specific examples are provided to improve in the role.

COMMENTS:



City of Show Low
City Manager Evaluation
Conducted by City Council

EMPLOYEE COMMENTS

PERFORMANCE REVIEW SIGNATURES

EMPLOYEE SIGNATURE	DATE
COUNCILMEMBER'S SIGNATURE	DATE



City of Show Low
City Attorney Evaluation
Completed by Senior Staff

EMPLOYEE NAME		REVIEW PERIOD
EVALUATOR NAME		
CORE AREAS OF EVALUATION		
1. Leadership and Management 2. Strategic Planning 3. Fiscal Responsibility 4. Communications 5. Community Relations		
PERFORMANCE RATING		

Consider the employees' performance in each category and designate the level of performance that most accurately describes the overall job performance throughout the rating period:

- **Rating: Exceeding Expectations-** The City Attorney demonstrated superior performance throughout the rating period, going above and beyond expectations within their role.
- **Rating: Successful-** The City Attorney has met the shared expectations of the position over the last year and demonstrated success in the role.
- **Rating: Needs Improvement-** The City Attorney's performance is below the shared expectations over the last year, and specific examples are provided to improve in the role.

EXPECTATIONS OF THE CITY ATTORNEY				
<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement	
Leadership and Management – Demonstrates strong initiative and strategic thinking by anticipating legal risks, responding effectively to emerging issues, and guiding departments through changing legal and regulatory conditions.	☐	☐	☐	
Comments:				



City of Show Low
City Attorney Evaluation
Completed by Senior Staff

<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement
Strategic Planning – Plans proactively by anticipating needs and identifying potential problems early. Maintains strong attention to detail to prevent errors or overlooked issues.	☐	☐	☐
Comments:			
Fiscal Responsibility – Protects the City's legal and financial interest through careful review of contracts, land use matters and personnel-related issues. Oversees the City Attorney's department budget, ensuring responsible financial management and efficient use of resources.	☐	☐	☐
Comments:			
Communications – Provides clear, accurate, and well-reasoned legal guidance, including alternatives and recommendations when appropriate. Ensures timely updates to staff on issues of significant public interest, demonstrates responsiveness to leadership, collaborates effectively with outside counsel, and coordinates public information efforts across departments.	☐	☐	☐
Comments:			



City of Show Low
City Attorney Evaluation
Completed by Senior Staff

<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement
Community Relations - Treats all members of the public fairly, with dignity and respect. Works to resolve issues at the administrative level. Values community perspectives and recognizes the importance of customer satisfaction.	☐	☐	☐
Comments:			

OVERALL ANNUAL PERFORMANCE RATING

Refer to the information on the previous pages and consider the comments you provided; check one overall rating option below.

Check One	OVERALL RATING
☐	Exceeding Expectations- The City Attorney demonstrated superior performance throughout the rating period, going above and beyond expectations within their role.
☐	Successful- The City Attorney has met the shared expectations of the position over the last year and demonstrated success in the role.
☐	Needs Improvement- The City Attorney's performance is below the shared expectations over the last year, and specific examples are provided to improve in the role.

EVALUATOR'S COMMENTS AND SIGNATURE

EVALUATOR SIGNATURE	DATE



City of Show Low
City Attorney Evaluation
Conducted by City Council

EMPLOYEE NAME		REVIEW PERIOD
COUNCIL MEMBER NAME		
CORE AREAS OF EVALUATION		
1. City Council Relations/Directives 2. Management Style 3. Fiscal Responsibility 4. Communications 5. Community Relations		
PERFORMANCE RATING		

Consider the employees' performance in each category and designate the level of performance that most accurately describes the overall job performance throughout the rating period:

- **Rating: Exceeding Expectations-** The City Attorney demonstrated superior performance throughout the rating period, going above and beyond expectations within their role.
- **Rating: Successful-** The City Attorney has met the shared expectations of the position over the last year and demonstrated success in the role.
- **Rating: Needs Improvement-** The City Attorney's performance is below the shared expectations over the last year and specific examples are provided to improve in the role.

CITY COUNCIL MISSION AND PRIORITIES

Mission

The City of Show Low is dedicated to exceeding expectations and enhancing quality of life through:
•Commitment •Opportunities •Service •Leadership...as we work together with our community.

Areas of Focus

- Infrastructure: Preserve Existing Assets
- Economic Development
- Organization
- Quality of Life



City of Show Low
City Attorney Evaluation
Conducted by City Council

EXPECTATIONS OF THE CITY ATTORNEY			
<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement
City Council Relations - Identifies legal risk proactively and advises City Council on strategies to mitigate them. Maintains objectivity and neutrality, serving the entire governing body rather than individual members. Maintains confidentiality in all privileged communications and handles sensitive matters appropriately.	☐	☐	☐
Comments:			
City Council Directives - Implements policies by accurately interpreting direction given by the City Council, carrying out their directives as a whole and supporting the actions of the City Council after a decision has been made.	☐	☐	☐
Comments:			
Proactive Management Style – Demonstrates initiative and creativity when addressing issues, challenges, and unique situations. Remains open to new ideas and supports positive change. Adapts effectively to evolving local government expectations and to impacts from state and national conditions. Ensures the City Council is consistently informed about all critical operational matters.	☐	☐	☐
Comments:			
City Council Agendas - Evaluates the accuracy, preparedness, and legal oversight of council meeting materials, including timely review of agenda items, ensuring the legal sufficiency of ordinances and resolutions, effective support during City Council meetings, and coordination with staff to maintain full compliance with applicable laws and regulations.	☐	☐	☐
Comments:			



City of Show Low
City Attorney Evaluation
Conducted by City Council

<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement
Fiscal Responsibility – Protects the City's legal and financial interest through careful review of contracts, land use matters and personnel-related issues. Oversees the City Attorney's department budget, ensuring responsible financial management and efficient use of resources.	☐	☐	☐
Comments:			
Communications - Provides clear, accurate, and well-reasoned legal guidance, including alternatives and recommendations when appropriate. Ensures timely updates to the City Council and staff on issues of significant public interest, demonstrates responsiveness to leadership, collaborates effectively with outside counsel, and coordinates public information efforts across departments.	☐	☐	☐
Comments:			
Customer Service – Treats all members of the public fairly, with dignity and respect. Works to resolve issues at the administrative level rather than through City Council intervention. Values community perspectives and recognizes the importance of customer satisfaction.	☐	☐	☐
Comments:			
Long Term Planning - Plans proactively by anticipating needs and identifying potential problems early. Maintains strong attention to detail to prevent errors or overlooked issues. Collaborates with the City Council when appropriate.	☐	☐	☐
Comments:			



City of Show Low
City Attorney Evaluation
Conducted by City Council

OVERALL ANNUAL PERFORMANCE RATING

Refer to the information on the previous pages and consider the comments you provided; check **one** Overall Rating option below.

Check One	OVERALL RATING
☐	Exceeding Expectations- The City Attorney demonstrated superior performance throughout the rating period, going above and beyond expectations within their role.
☐	Successful- The City Attorney has met the shared expectations of the position over the last year and demonstrated success in the role.
☐	Needs Improvement- The City Attorney's performance is below the shared expectations over the last year, and specific examples are provided to improve in the role.

COMMENTS:



City of Show Low
City Attorney Evaluation
Conducted by City Council

EMPLOYEE COMMENTS

PERFORMANCE REVIEW SIGNATURES

EMPLOYEE SIGNATURE

DATE

COUNCILMEMBER'S SIGNATURE

DATE



City of Show Low
City Magistrate Evaluation
Conducted by City Council

EMPLOYEE NAME		REVIEW PERIOD
COUNCIL MEMBER NAME		
CORE AREAS OF EVALUATION		
1. Judicial Decision Making & Courtroom Management 2. Management Style 3. Fiscal Responsibility 4. Communications 5. Community Relations		
PERFORMANCE RATING		

Consider the employees' performance in each category and designate the level of performance that most accurately describes the overall job performance throughout the rating period:

- **Rating: Exceeding Expectations-** The City Magistrate demonstrated superior performance throughout the rating period, going above and beyond expectations within their role.
- **Rating: Successful-** The City Magistrate has met the shared expectations of the position over the last year and demonstrated success in the role.
- **Rating: Needs Improvement-** The City Magistrate's performance is below the shared expectations over the last year and specific examples are provided to improve in the role.

CITY OF SHOW LOW MISSION AND CITY COUNCIL AREAS OF FOCUS

Mission

The City of Show Low is dedicated to exceeding expectations and enhancing quality of life through:
•Commitment •Opportunities •Service •Leadership...as we work together with our community.

Areas of Focus

- Infrastructure: Preserve Existing Assets
- Economic Development
- Organization
- Quality of Life

EXPECTATIONS OF THE CITY MAGISTRATE



City of Show Low
City Magistrate Evaluation
Conducted by City Council

<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement
Judicial Decision-Making & Courtroom Management - Ability to issue fair, consistent, and well-reasoned rulings while maintaining an orderly, respectful, and efficient courtroom. Demonstrates compliance with all applicable laws, exercises impartial and sound judgment, and maintains professionalism in interactions with defendants, attorneys, staff, and the public.	☐	☐	☐
Comments:			
Legal Knowledge & Application of Law - Demonstrates a strong understanding and effective application of municipal and state statutes, city codes, judicial procedures, and constitutional requirements, consistently interpreting and applying the law with accuracy and reliability.	☐	☐	☐
Comments:			
Management Style – Demonstrates initiative and creativity when addressing issues, challenges, and unique situations. Remains open to new ideas and supports positive change. Adapts effectively to evolving local government expectations and to impacts from state and national conditions. Ensures the City Council is consistently informed about all critical operational matters.	☐	☐	☐
Comments:			
Ethics, Impartiality, and Public Trust – Adheres to judicial ethics, avoidance of conflicts of interest, impartial treatment of all parties, and protection of confidentiality. Reflects actions that build public confidence in the municipal court through fairness, transparency, accessibility, and respectful conduct toward all individuals appearing before the court.	☐	☐	☐
Comments:			



City of Show Low
City Magistrate Evaluation
Conducted by City Council

<i>Check one rating for each category to indicate employee's overall performance.</i>	Exceeding Expectations	Successful	Needs Improvement
Fiscal Responsibility – Demonstrates responsible management of court resources by ensuring efficient use of staff, time, and operational budget. Maintains accurate financial and administrative practices within the municipal court, supports cost-effective processes, and ensures compliance with all fiscal policies and requirements.	☐	☐	☐
Comments:			
Communications - Communicates clearly, accurately, and professionally in explaining court procedures, legal rights, and judicial decisions. Provides timely and relevant information to City Council and staff regarding court operations or issues of public interest, demonstrates responsiveness to leadership, and maintains effective coordination with attorneys, court staff, and related departments.	☐	☐	☐
Comments:			
Professional Development – Treats all members of the public fairly, with dignity and respect. Works to resolve issues at the administrative level rather than through City Council intervention. Values community perspectives and recognizes the importance of customer satisfaction.	☐	☐	☐
Comments:			



City of Show Low
City Magistrate Evaluation
Conducted by City Council

OVERALL ANNUAL PERFORMANCE RATING

Refer to the information on the previous pages and consider the comments you provided; check one overall rating option below.

Check One	OVERALL RATING
☐	Exceeding Expectations- The City Magistrate demonstrated superior performance throughout the rating period, going above and beyond expectations within their role.
☐	Successful- The City Magistrate has met the shared expectations of the position over the last year and demonstrated success in the role.
☐	Needs Improvement- The City Magistrate's performance is below the shared expectations over the last year, and specific examples are provided to improve in the role.

COMMENTS:

EMPLOYEE COMMENTS

PERFORMANCE REVIEW SIGNATURES

EMPLOYEE SIGNATURE	DATE
COUNCILMEMBER'S SIGNATURE	DATE