

**SHOW LOW CITY COUNCIL**  
**Regular Meeting – Tuesday, June 20, 2023**

**PURSUANT** to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public, that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, June 20, 2023, at 7:00 p.m. in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

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

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

6. **CONSENT CALENDAR:**
  - A. Consideration of Resolution No. R2023-12 Adopting an Annual Policy and Prescribing Procedures for Purchasing from the Mayor and Any Member of the Council. (Morgan Brown)
  - B. Consideration of Renewal of Agreement with White Mountain Meals on Wheels for Managing the Turn of a Card Community Center for Fiscal Year 2023-24. (Jay Brimhall)
  - C. Consideration of Renewal of Agreement with Show Low Historical Society for Fiscal Year 2023-24. (Jay Brimhall)
  - D. Consideration of Renewal of Agreement with Show Low Main Street for Fiscal Year 2023-24. (Jay Brimhall)

- E. Consideration of Renewal of Agreement with Show Low Chamber of Commerce for Fiscal Year 2023-24. (Grace Payne)
- F. Consideration of Approval of Annual Purchase Orders for Fiscal Year 2024. (Justin Johnson)
- G. Consideration of Adoption of Resolution No. R2023-13 Designating the Chief Fiscal Officer for City of Show Low and Authorization to Submit the Current Fiscal Year's Annual Expenditure Limitation Report. (Justin Johnson)
- H. Consideration of Resolution No. R2023-15 Approving an Amended Collection Agreement with Arizona Game and Fish Department. (Anna Atencio)
- I. Consideration of Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements at Show Low Regional Airport with Big Dog Development, LLC. (Bill Kopp/Anna Atencio)
- J. Consideration of Acceptance of Construction for Police Evidence Building, City of Show Low Project No. FM-2322 (Bill Kopp)
- K. Consideration of Minutes of Show Low City Council meetings:  
(1) Regular Meeting of June 6, 2023.

7. **NEW BUSINESS:**

- A. Consideration of Application Submitted by Denise Wiseman Stow on Behalf of Show Low Main Street for Special Event Liquor License for Battle of the Bands and Food Vans at Frontier Fields. (Rachael Hall)
- B. **PUBLIC HEARING** Regarding Final Budget for Fiscal Year Ending June 30, 2024, and Proposed Secondary Property Tax Levy. (Justin Johnson)
- C. Consideration of Resolution No. R2023-14 Adopting the Final Budget for Fiscal Year Ending June 30, 2024. (Justin Johnson)

**AT THIS TIME, THE CITY COUNCIL WILL RECESS INTO A SPECIAL MEETING OF THE SHOW LOW BLUFF COMMUNITY FACILITIES DISTRICT BOARD TO ADOPT THE FINAL BUDGET FOR FISCAL YEAR 2023-24 FOR THE DISTRICT.**

8. **SUMMARY OF CURRENT EVENTS:**

- A. Council Members
- B. Mayor

C. City Manager

9. **SCHEDULING OF MEETINGS:**

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

10. **ADJOURNMENT.**

**SCHEDULED MEETINGS/EVENTS:**

06/20/23      7:00 PM      CITY COUNCIL – REGULAR MEETING

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

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

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Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on Friday, June 16, 2023.

## **CITY OF SHOW LOW STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Resolution No. R2023-12 Adopting an Annual Policy and Prescribing Procedures for Purchasing from the Mayor and Any Member of the Council (Morgan Brown)

### **RECOMMENDATION**

I **MOVE** to adopt Resolution No. R2023-12 adopting an annual policy and prescribing procedures for purchasing from the Mayor and any member of the Council.

### **BACKGROUND**

Arizona State Statutes require the City Council to adopt a policy, on an annual basis, that governs purchases from the Mayor and Council members without public competitive bidding. Without the attached resolution, the City would not be allowed to make any such purchases, regardless of size or amount.

The limits set forth in the attached resolution, \$300.00 per transaction and \$1,000.00 per year, are the maximum allowed by state law without public competitive bidding. They are the same limits adopted by the Council in previous years.

Attachments:  
Resolution No. R2023-12

## **CITY OF SHOW LOW RESOLUTION NO. R2023-12**

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, ADOPTING AN ANNUAL POLICY AND PRESCRIBING PROCEDURES FOR PURCHASING FROM THE MAYOR AND ANY MEMBER OF THE COUNCIL**

#### **RECITALS:**

**WHEREAS**, pursuant to the provisions of Arizona Revised Statutes § 38-503(C)(2), as amended, the City of Show Low may authorize, without using competitive public bidding procedures, the purchase of supplies, materials, and equipment from the Mayor and any member of the City Council; and

**WHEREAS**, the City Council must adopt, on an annual basis, a policy that governs such purchases.

#### **ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Show Low, Arizona, that the following policy is adopted, and procedures are prescribed for purchasing supplies, materials, and equipment from the Mayor and any member of the City Council.

#### **Section 1**

During the fiscal year ending June 30, 2024, the City of Show Low may purchase supplies, materials, and equipment from the Mayor or any member of the Council without using competitive public bidding procedures if the amount of a single transaction does not exceed three hundred dollars. The separate, individual total of any transaction in the fiscal year for each member of the Council or for the Mayor shall not exceed one thousand dollars.

#### **Section 2**

The Finance Department shall keep separate, up-to-date records of all purchasing transactions with the Mayor and each member of the Council. These records shall be public and shall include the date, amount, and nature of each transaction. The Finance Department shall be responsible for ensuring that the cost of a single transaction made pursuant to this resolution does not exceed three hundred dollars and that the total of such transactions (in the fiscal year ending June 30, 2024) with the Mayor or each individual Council member does not exceed one thousand dollars. Any purchasing transaction with the Mayor or a member of the City Council that exceeds these limits shall only be made by public competitive bidding procedures.

**Section 3**

The provisions of this resolution shall be cumulative and supplemental to the provisions of the City Code or ordinances governing purchases.

**PASSED AND ADOPTED** this 20th day of June, 2023, by the Mayor and Council of the City of Show Low, Arizona.

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

ATTEST:

\_\_\_\_\_  
Kathy Clements, Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio City Attorney

## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Renewal of Agreement with White Mountain Meals on Wheels for Managing The Turn of a Card Community Center for Fiscal Year 2023-24 (Jay Brimhall)

### RECOMMENDATION

I **MOVE** to renew the agreement with White Mountain Meals on Wheels, Inc. to manage the Turn of a Card Community Center for fiscal year 2023-24 and authorize the Mayor to sign said agreement.

### BACKGROUND

The agreement with White Mountain Meals on Wheels to manage the Turn of a Card Community Center is due for renewal on July 1, 2023, for another year.

Meals on Wheels staff works with local partners and groups to provide events and activities for our senior citizens. The management provided by Meal on Wheels includes delivery of nutritious meals to qualifying seniors and providing congregate meals at the Community Center. They also carry out general maintenance at the Community Center.

All hiring, firing, and training of employees is provided by Meals on Wheels as well as payment of all employee wages and maintaining liability and property insurance. They will also provide a quarterly financial report to the City and make a presentation to the Council on an annual basis.

The agreement reflects the annual consideration of \$50,000.00 as discussed during this year's budget meetings. The City pays for all the utilities except phone and refuse services at the Community Center and maintains insurance on the building for property damage and liability. The City also provides snow removal, performs major repairs, maintains the building, landscaping, parking lot, and outside lights, and deep-cleans and maintains the flooring on an as-needed basis.

Meals on Wheels operates the Community Center Monday through Friday from 8:00 a.m. to 3:00 p.m. between October 15 to May 15 and from 8:00 a.m. to 4:00 p.m. from May 16 to October 14. The Community Center's Friday schedule may be adjusted between October 15 and May 15 to meet seasonal needs.

Attachments:

Agreement for Management of the Turn of a Card Community Center

### FISCAL IMPACT

Anticipated cost: \$50,000.00

Funding source (account no.): Organizational Support (11-402-430-8110-0000)

## **Agreement for Management of the Turn of a Card Community Center**

THIS Agreement is made and entered into this 20th day of June 2023, by and between WHITE MOUNTAIN MEALS ON WHEELS, INC., hereinafter referred to as "MOW" and the CITY OF SHOW LOW, hereinafter referred to as "City."

**WHEREAS**, the City owns the building known as the Turn of a Card Community Center ("Community Center") located at 301 East McNeil in Show Low, Arizona, hereinafter referred to as the "property"; and

**WHEREAS**, the City desires to have the MOW continue to manage the Community Center including providing congregate dining and recreation opportunities to assist the senior citizens of Show Low; and

**WHEREAS**, MOW is available to manage the Community Center and desires to renew a contract with the City to provide the services outlined below.

**NOW THEREFORE**, in consideration of the following:

1. **SERVICES AND PAYMENT.**

MOW will provide the following services as part of their contract to manage the Community Center:

- A. Deliver Meals to qualifying seniors in the community and provide congregate meals for lunch, Monday through Friday, except holidays at the Community Center. MOW may adjust the Friday schedule between October 15 and May 15 to meet seasonal needs.
- B. Manage the Community Center by scheduling all activities, maintain the Community Center, including cleaning, dusting, maintenance, and small repairs (under \$500), maintain a clean parking lot, light cleaning of windows and bathrooms, any pest control other than the monthly service from the City and to promptly report any maintenance issues that are the City responsibility to the Community Services Director for the City of Show Low.
- C. MOW to hire, fire, train, and maintain employment records and pay all salaries.
- D. MOW shall maintain proper liability insurance and property insurance on MOW equipment and list the City as an additional insured as required in paragraph 9 below. MOW to pay for the phone and garbage services.

- E. Maintain hours at the Community Center from 8:00 a.m. to 3:00 p.m. between October 15 to May 15 of each year and from 8:00 a.m. to 4:00 p.m. from May 16 to October 14 of each year.
- F. Allow the City to use the space for appropriate activities provided the City provides reasonable notice to MOW.
- G. MOW will present a written report on an annual basis to the City Council at a City Council Meeting. MOW will also provide a written quarterly report to the Community Services Director to be given to the City Council. The report shall provide information on the number of congregate meals and meals delivered to seniors in the community and provide the activities and participation by the seniors in the activities, a detailed report on the budget and use of city funds and provide information on any major maintenance issues that need to be addressed at the Community Center.

City to provide the following:

- A. The City shall fund the Community Center programs and management in the amount of \$50,000.00 annually, which may be made in quarterly installments of \$12,500.00. The first payment shall be due July 1, 2023, and every quarter thereafter during the term of this Agreement. The amount under the contract shall be reviewed annually.
  - B. The City shall pay the gas, electric, sewer and water utilities at the Community Center.
  - C. The City shall maintain insurance on the building for property damage and liability.
  - D. The City will maintain the property by doing a major cleaning once a year, snow removal, repair of parking lot and outside lights, and monthly pest control. Floor covering maintenance will be provided on an as-needed basis.
2. **TERM.** This agreement shall be for a period of one (1) fiscal year, commencing July 1, 2023, and ending June 30, 2024, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.

3. **IMPROVEMENTS.** At the end of the term hereof, all improvements on the Community Center, shall become the property of the City, except for MOW equipment provided it can be removed without damage to the property.
4. **ATTORNEY'S FEES.** In the event any action or proceeding is brought by either party against the other arising out of this Agreement in any manner whatsoever, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in such action or proceeding.
5. **PARTIAL INVALIDITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereof.
6. **TIME.** Time is of the essence in this Agreement.
7. **NOTICES.** Whenever in this Agreement, it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served in writing, forwarded by certified mail addressed as follows to:  
  
MOW:           Attn: Chairman  
                  301 East McNeil  
                  Show Low, AZ 85901  
  
CITY:           Attn: City Manager  
                  CITY OF SHOW LOW  
                  180 N. 9th Street  
                  Show Low, AZ 85901
8. **INTERPRETATION.** This Agreement shall be construed in conformity with the laws of the State of Arizona with proper venue to enforce the agreement in Navajo County, Arizona.
9. **INSURANCE.** MOW agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of MOW as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000.00 combined, single limit for bodily injury and property damage/ \$2,000,000.00 aggregate.

The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City

shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory. Proof of insurance is required within ten (10) days of execution of this agreement. A violation of this provision may be treated as a material breach by the City.

10. **INDEMNIFICATION.** To the fullest extent permitted by law, MOW, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City, its agents, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from any negligent or intentional actions, acts, errors, mistakes, omissions, work or services of the MOW, its agents, employees or subcontractors in the performance of this Agreement. MOW's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees shall arise in connection with any claim, damage, loss or expenses that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from, caused by any negligent act, error, mistake or omission in the performance of this Agreement including those by any person for whose acts, errors, mistakes or omissions MOW may be liable. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
11. **RENTAL PROVISION.** In the event that the City cancels this Agreement after one year or any subsequent year, the City agrees to rent the kitchen facilities to MOW for a reasonable period of time and reasonable fee with the understanding that if the property is sold that MOW will have to vacate the building.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20th day of June, 2023.

**WHITE MOUNTAIN MEALS ON  
WHEELS, INC.**

**CITY OF SHOW LOW**

\_\_\_\_\_  
\_\_\_\_\_, Chairman

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

ATTEST:

\_\_\_\_\_  
Kathy Clements, Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

STATE OF ARIZONA       )  
                                      ) ss  
County of Navajo        )

SUBSCRIBED AND SWORN to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by John Leech Jr., Mayor, on behalf of the CITY OF SHOW LOW known to me to be the person whose name is subscribed to the foregoing instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ARIZONA       )  
                                      ) ss  
County of Navajo        )

SUBSCRIBED AND SWORN to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Chairman of WHITE MOUNTAIN MEALS ON WHEELS, INC., known to me to be the person whose name is subscribed to the foregoing instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## **CITY OF SHOW LOW STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Renewal of Agreement with Show Low Historical Society for Fiscal Year 2023-24 (Jay Brimhall)

### **RECOMMENDATION**

I **MOVE** to renew the agreement between the City of Show Low and Show Low Historical Society for fiscal year 2023-24 and authorize the Mayor to sign said agreement.

### **BACKGROUND**

The agreement with the Show Low Historical Society is due for renewal on July 1, 2023, for another year. As the agreement states, the Historical Society will provide a museum for residents and visitors to Show Low that will also serve as a visitor information center.

The agreement reflects the annual consideration of \$38,000.00, as discussed during this year's budget meetings, an increase of \$2,000.00 over the previous year. The City's financial obligation, paid quarterly, is subject to the availability and appropriation of funds. If or when funds are not appropriated or no longer available to provide continued support of the Historical Society, the City shall have the right to terminate the agreement. The agreement is effective July 1, 2023, through June 30, 2024.

Attachments:

Show Low Historical Society Agreement

### **FISCAL IMPACT**

Anticipated cost: \$38,000.00

Funding source (account no.): Organizational Support (11-402-430-8110-0000)

## **SHOW LOW HISTORICAL SOCIETY AGREEMENT**

This Agreement made and entered into this 20th day of June 2023, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and the SHOW LOW HISTORICAL SOCIETY, Inc., hereinafter referred to as "HISTORICAL SOCIETY."

WHEREAS, the CITY owns the building located at 541 E. Deuce of Clubs; and

WHEREAS, the CITY and HISTORICAL SOCIETY entered into a Lease Agreement on September 7, 2010, for the lease of the CITY-owned building; and

WHEREAS, the CITY finds it beneficial to provide tourism and history services to the residents and visitors of the City; and

WHEREAS, the HISTORICAL SOCIETY has the knowledge and resources to provide such services; and

WHEREAS, the CITY and HISTORICAL SOCIETY desire to enter into an agreement for certain services to be provided by the HISTORICAL SOCIETY; and

WHEREAS, the CITY is authorized, pursuant to A.R.S. § 9-493 to spend funds for the purpose of encouraging immigration, tourism, new industries, and investment in the City, and for the printing and distribution of pamphlets, booklets and brochures advertising the City and its history and pursuant to A.R.S. § 9-500.11 for economic development activities that enhance the economic welfare of the inhabitants of the city or town.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, IT IS AGREED AS FOLLOWS:

1. The Premises: The Premises ("Premises") shall consist of the building located at 541 East Deuce of Clubs in Show Low, Arizona.
2. Description of Service: The HISTORICAL SOCIETY shall provide a museum for residents and visitors to Show Low to attract people to the CITY and shall serve as a visitor information center. Hours of operation are to be determined by the HISTORICAL SOCIETY and the CITY.
3. The term of this Agreement shall be for a period of one (1) fiscal year, commencing on July 1, 2023, and ending on June 30, 2024, unless either party provides the other with not less than 30 days written notice prior to commencement of any new fiscal year. The City's obligation to perform the agreements specified herein during any City fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of

performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.

4. The CITY agrees to pay HISTORICAL SOCIETY \$38,000 (hereinafter referred to as "annual consideration") in the first year of the agreement. Payment shall be made in quarterly installments of \$9,500 beginning on the 15th of July, 2023. The HISTORICAL SOCIETY agrees that such payments will constitute payment in full for the services to be provided by the HISTORICAL SOCIETY.
5. The CITY shall appoint the City Manager or his/her designee to serve as liaison to the HISTORICAL SOCIETY.
6. The HISTORICAL SOCIETY shall present a written annual report to the City Council and an annual verbal report at a regularly scheduled City Council Meeting.
7. The HISTORICAL SOCIETY shall provide an annual statistical report to the CITY liaison, which shall include all pertinent visitor and other data in electronic format in addition to a paper copy.
8. HISTORICAL SOCIETY personnel and volunteers shall be trained in handling customers in a pleasant and cheerful manner and the personnel shall be knowledgeable about the Show Low area and shall serve as ambassadors of the community.
9. INSURANCE. The HISTORICAL SOCIETY agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of the HISTORICAL SOCIETY as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000 combined, single limit for bodily injury and property damage. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.
10. INDEMNIFICATION. The HISTORICAL SOCIETY agrees to and shall indemnify and hold the CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of the HISTORICAL SOCIETY or its agents or employees.

11. APPLICABLE LAW. This Agreement shall be enforced and construed according to the laws of the State of Arizona.
12. PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
13. ATTORNEY'S FEES. In the event that either party hereto shall institute and prevail in any action or suit for the enforcement of its rights hereunder, the prevailing party in said action or suit shall be awarded its reasonable attorney's fees and costs arising therefrom.
14. NOTICES. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served in writing, forwarded by certified mail addressed as follows to:

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

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

Any notices required to be given to the CITY or the HISTORICAL SOCIETY under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the Historical Society Director and City Manager at their respective business addresses.

15. This Agreement or the payments described herein shall not be assigned, conveyed, or transferred by the HISTORICAL SOCIETY to any other party without the express prior written consent of the CITY.

**CITY OF SHOW LOW**

**SHOW LOW HISTORICAL SOCIETY**

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

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

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

ATTEST:

\_\_\_\_\_  
Kathy Clements, Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Renewal of Agreement with Show Low Main Street for Fiscal Year 2023-24 (Jay Brimhall)

### RECOMMENDATION

I **MOVE** to renew the agreement between the City of Show Low and Show Low Main Street for fiscal year 2023-24 and authorize the Mayor to sign said agreement.

### BACKGROUND

Show Low Main Street (SLMS) is a 501(c)(3) non-profit economic development organization active in revitalization activities that encourage investment, strengthen the business community, preserve the historic features, and improve the overall appearance of downtown Show Low.

SLMS has partnered with the City to help beautify the downtown area with projects that include the Show Low Elk Gateway Project, Navajo County Peace Officer's Memorial, building façade improvements, business way-finder signs, and took a lead role in advising the City during the Deuce of Clubs streetscape enhancement project. Recently, SLMS completed a beautification project at the southeast corner along the Deuce of Clubs and 9th Street.

Over the years, SLMS has partnered with the City to build a successful summer farmers' market that has become a showcase for local arts, crafts, food vendors, and more.

Recently, SLMS capitalized on combining music, food, and the beauty of the White Mountains during the late summer with the popular "Battle of the Bands and Vans," which takes place on the Saturday before Labor Day. This year, the Battle will be in its third year, and SLMS looks to further capitalize on past event successes.

The SLMS board believes a part-time program manager position is necessary to further professionalize the organization and reduce City staff time in the organization's operations. City staff will continue to support SLMS by attending their monthly meetings and working together on events and projects but in a more advisory and informational role.

Show Low Main Street requested an increase of \$2,500.00 for a total contribution amount of \$20,000.00 for FY2024.

Attachments:  
Show Low Main Street Agreement

### FISCAL IMPACT

Anticipated cost: \$20,000.00

Funding source (account no.): Organizational Support (11-402-430-8110-0000)

## **SHOW LOW MAIN STREET AGREEMENT**

This Agreement made and entered into this 20th day of June 2023 by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and SHOW LOW MAIN STREET, INC., hereinafter referred to as "MAIN STREET."

WHEREAS, the CITY and MAIN STREET previously entered into an agreement for services to be provided by MAIN STREET on July 17, 2007; and

WHEREAS, due to economic factors, the agreement between the CITY and MAIN STREET was not renewed; and

WHEREAS, the CITY and MAIN STREET have the common goal of continuing the revitalization of the downtown redevelopment district; and

WHEREAS, the CITY and MAIN STREET wish to further professionalize the organization and reduce the amount of the City of Show Low staff time in the organization's operations.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, IT IS AGREED AS FOLLOWS:

1. The CITY agrees to pay MAIN STREET \$20,000 for fiscal year 2023-2024 to employ a part-time Program Manager. Payments will be made in quarterly installments on the 1st day of each quarter beginning July 1, 2023.
2. Description of Service. MAIN STREET agrees to assist the CITY in the revitalization of the downtown redevelopment area and related projects, partnering with the CITY to generate grants to achieve such revitalization purposes, organizing public and private support for revitalization of the downtown redevelopment area, create a main street identity for the downtown redevelopment area, and enhance Show Low's heritage and small-town character in accordance with the Main Street America Four-Point Approach. MAIN STREET shall cooperate and work closely with the Show Low Chamber of Commerce in accomplishing these services.
3. The parties agree that MAIN STREET shall provide specialized services and that MAIN STREET enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute MAIN STREET, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the CITY.
4. MAIN STREET shall make all relevant records available to the CITY for inspection by the CITY during regular established business hours. These records shall include, but not be limited to, financial records and minutes of all meetings.

5. MAIN STREET shall submit a written report on a quarterly basis to the CITY and present a yearly report to the City Council at a regularly scheduled Council meeting, which shall include:
  - (a) A financial report accounting for the expenditures related to this Agreement; and
  - (b) A report on the results of services described in paragraph one.
6. The CITY shall appoint the City Manager or their designee to serve as liaison to MAIN STREET.
7. The Show Low City Council shall appoint one member of that body to serve on the MAIN STREET Board as a voting member. In the event the Council voting member is absent from MAIN STREET meetings, the CITY liaison (City Manager or their designee) shall have proxy voting rights.
8. INSURANCE. MAIN STREET agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of MAIN STREET as contemplated by this Agreement. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory.
9. INDEMNIFICATION. MAIN STREET agrees to and shall indemnify and hold CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of MAIN STREET or its agents or employees.
10. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2023 and ending on June 30, 2024, unless either party provides the other with not less than 30 days written notice prior to commencement of any renewal term. The CITY's obligation to perform the agreements specified herein during any CITY fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the CITY shall have the right to terminate said Agreement.
11. This Agreement or the payments described herein shall not be assigned, conveyed, or transferred by MAIN STREET to any other party without the express prior written consent of the CITY.

12. Any notices required to be given to the CITY or MAIN STREET under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the MAIN STREET Director and City Manager at their respective business addresses.

**CITY OF SHOW LOW**

**SHOW LOW MAIN STREET**

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

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

ATTEST:

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

\_\_\_\_\_  
Kathy Clements, Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

## **CITY OF SHOW LOW STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Renewal of Agreement with Show Low Chamber of Commerce for Fiscal Year 2023-24 (Grace Payne)

### **RECOMMENDATION**

I **MOVE** to renew the agreement between the City of Show Low and Show Low Chamber of Commerce for fiscal year 2023-24 and authorize the Mayor to sign said agreement.

### **BACKGROUND**

At its meeting on June 21, 2022, the City Council approved an agreement with the Show Low Chamber of Commerce (Chamber) to operate the Tourist Information Center (TIC) for fiscal year 2023. The current agreement expires on June 30, 2023.

The attached agreement outlines current and new expectations of the TIC to mark growth and inspire vitality and advantageous networking and community efforts for the TIC, including but not limited to new outreach strategies, more robust reports, and expanded volunteer training. Additionally, the Chamber has created multiple committees that will further define a sustainable plan for continued improvements and offerings to the TIC as well as Chamber members.

The terms of the proposed agreement provide a one-year term beginning on July 1, 2023, and expiring on June 30, 2024, in the amount of \$57,500.00 to operate the TIC during the period of the agreement less the amount of \$13,500.00 per year as set forth in a separate agreement, which was brought to Council in the previous year, for the payoff on the Chamber building. The Chamber will provide monthly reports to staff, which will be reported in the weekly manager's memo. City staff and the Chamber will continue to meet regularly to discuss ways to improve the TIC and business outreach efforts.

Staff recommends approving the agreement with the Chamber for TIC services and authorizing four quarterly payments of \$11,000.00 for the period of July 1, 2023, to June 30, 2024.

Attachments:

Show Low Chamber of Commerce Agreement

### **FISCAL IMPACT**

Anticipated cost: \$44,000

Funding source (account no.): Organizational Support 11-402-430-8100-0000

## **SHOW LOW CHAMBER OF COMMERCE AGREEMENT**

This agreement made and entered into this 21st day of June 2023, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "CITY," and the SHOW LOW CHAMBER OF COMMERCE, hereinafter referred to as "CHAMBER."

WHEREAS, the CITY and CHAMBER desire to enter into an Agreement to promote the City; and

WHEREAS, the CITY is authorized, pursuant to A.R.S. § 9-493 to spend funds for the purpose of encouraging immigration, new industries and investment in the City, and for the printing and distributing books, pamphlets and maps advertising the advantages of the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, IT IS AGREED AS FOLLOWS:

1. Description of Services: Promote the City through a variety of services, including but not limited to, the operation of the Tourist Information Center ("TIC"). The CHAMBER shall provide a public open space where visitors and residents of the CITY are able to access maps, business directories and other local promotional materials and shall serve as a visitor information center October through April: Monday through Friday, the hours of 9:00 a.m. and 4:00 p.m.; May through September: Monday through Thursday from 9:00 a.m. to 4:00 p.m., Friday from 9:00 a.m. to 5:00 p.m. and Saturday from 9:00 a.m. to 1:00 p.m. The TIC shall be staffed at all the times set forth in this agreement. Any changes to the hours will be based on demonstrated visitor patterns to the TIC and by mutual agreement of the parties. On an annual basis, the CHAMBER shall provide the CITY with a list of holidays recognized by the Chamber.
2. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2023, and ending June 30, 2024, unless either party provides the other with not less than 30 days written notice. The CITY and the CHAMBER agree to continue to meet monthly to discuss ways to improve the promotion of the City and performance of the Tourist Information Center.
3. The CITY's obligation to perform the agreements specified herein during any CITY fiscal year shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the CITY shall have the right to terminate this agreement.
4. The CITY agrees to pay the CHAMBER \$57,500.00 to promote the City utilizing agreed upon methods and operate the Tourist Information Center during the period of the agreement less the amount of \$13,500.00 per year as set forth in a separate agreement for the payoff on the CHAMBER building. Payment shall be made in

four installments of \$11,000.00 per reduced amount. The CHAMBER agrees that such payments will constitute payment in full for the promotional/tourism services to be provided by the CHAMBER.

5. The services to be provided by the CHAMBER in promoting the City and operation of the Tourist Information Center shall also include, at a minimum, the following:
  - (a) The CHAMBER shall provide monthly reports, with all supporting documentation from originating platforms, detailing social media analytics, website data, numbers of new businesses, number of visitors and purpose, and initiatives used to promote the City and the TIC.
  - (b) The CHAMBER shall continue to provide a functional, up-to-date website for Internet access with links to and from the CITY'S website, the Show Low Main Street website, and the Turn of the Card Community Center.
  - (c) The CHAMBER shall maintain an events calendar on their website of all major events in Show Low, including community events and events for visitors and have it readily accessible with accurate links if available.
  - (d) The CHAMBER shall permit any Show Low-based business to display information within the Tourist Information Center.
  - (e) A priority for the CHAMBER is to promote Show Low-based businesses, amenities, events and restaurants, and local businesses and to refer tourists to Show Low-based businesses as much as possible.
  - (f) The CHAMBER shall ensure that staff and volunteers working within the Tourist Information Center are trained to understand the assets of the area in order to effectively deliver that information to the tourists that visit the Tourist Information Center.
  - (g) The CHAMBER shall maintain a physical location for the Tourist Information Center on the Deuce of Clubs between Clark Road and White Mountain Road in Show Low.
  - (h) The CHAMBER shall work to bring forth new ideas and initiatives to market the CHAMBER, promote the City and to boost visitation and use of the TIC.
6. The CITY shall appoint the City Manager or his/her designee to serve as liaison to the CHAMBER.
7. The Show Low City Council shall appoint one member of that body to serve on the CHAMBER Executive Board as a voting member. In the event the Council voting member is absent from the CHAMBER meeting, the CITY liaison (City Manager or his/her designee) shall have proxy voting rights.

The Chamber shall notify both the City Liaison and City Council Member of all regular Chamber board meetings, by a mutually agreed upon method, at least seven (7) days prior to said meeting and any special or emergency Chamber board meeting at the same time all other Chamber board members are given notice.

8. The CITY and the CHAMBER agree to help refer volunteers to one another to assist in activities for the City and the Tourist Information Center.
9. The CHAMBER shall present a written quarterly report to the City Council and a semiannual verbal report at a regularly scheduled City Council meeting.
10. The CHAMBER shall provide a monthly statistical report to the CITY liaison, which shall include all pertinent tourism, business and visitor data in computer files in addition to a copy suitable for printing.
11. The CHAMBER agrees to be an active participant in local activities and special events and to work with Show Low Main Street as they work on tourism activities and business development and retention programs.
12. CHAMBER personnel shall be trained in handling customers in a pleasant and cheerful manner, knowledgeable about the Show Low area, and serve as ambassadors of the community.
13. INSURANCE. The CHAMBER agrees to acquire and keep in effect adequate comprehensive general liability and property damage insurance, and all other insurance needed or required for the operations and activities of the CHAMBER as contemplated by this agreement. For the period of this agreement and any renewal or extension thereof, such policies shall be for an amount not less than \$1,000,000.00 combined, single limit for bodily injury and property damage/ \$2,000,000.00 aggregate. The insurance policy shall contain the following endorsements: (1) that a certificate of insurance be provided to the City when insurance coverage is effected, (2) written notice be given to the City at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy, and (3) the City shall be included as an additional insured as their respective interests may appear. The insurance shall be primary and non-contributory, with a waiver of subrogation. Proof of insurance is required within ten (10) days of execution of this agreement.
14. INDEMNIFICATION. The CHAMBER agrees to and shall indemnify and hold CITY harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of the operation or management of the CHAMBER or its agents or employees.

- 15 This agreement or the payments described herein shall not be assigned, conveyed, or transferred by the CHAMBER to any other party without the express prior written consent of the CITY.
16. Any notices required to be given to the CITY or the CHAMBER under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the Chamber Director and City Manager at their respective business addresses.

**CITY OF SHOW LOW**

**SHOW LOW CHAMBER OF COMMERCE**

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

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

Kyle Beecroft, President  
Show Low Chamber of Commerce

ATTEST:

\_\_\_\_\_  
Kathy Clements, Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Approval of Annual Purchase Orders for Fiscal Year 2024  
(Justin Johnson)

### RECOMMENDATION

I **MOVE** to approve the list of annual purchase orders for fiscal year 2024.

### BACKGROUND

Each year the City of Show Low issues annual purchase orders for goods and services to be purchased throughout the fiscal year. For fiscal year 2024, the following goods and services require City Council approval of the annual purchase order. Each vendor is considered a “sole-source” vendor, meaning it is the only vendor from which goods and services can be purchased because of department specifications and vendor restrictions.

**Dana Kepner** – Amount not to exceed \$35,000 for purchasing water meters for stock. These meters will be purchased for new construction and to replace meters that become damaged or inoperable during the course of the fiscal year. Dana Kepner is the only vendor in this region that can sell Sensus meters to the City.

**Mountain States Pipe & Supply** – Amount not to exceed \$95,000 for purchasing Electronic Reciprocal Transfer System (ERTS) to relay signals from the water meters to the handheld receiver. Vendor through the City of Tucson Cooperative Purchasing Agreement.

**Dana Kepner** – Amount not to exceed \$102,000 for purchasing water meters for the meter exchange program. Staff budgets for this program each year. These meters replace manual meters and AMCO meters installed several years ago as well as meters over 20 years old to ensure accurate readings of water usage for correct billing and reporting.

**Arizona Labor Force/Arizona Temporary Personnel** – Amount not to exceed \$95,000 for temporary labor services to help the Parks Maintenance/Facilities Division (\$75,000) and the Streets Division (\$20,000) during the spring and summer and for special events.

**Legend Technical Services** – Amount not to exceed \$65,000 for Water Division (\$45,000) and Wastewater Division (\$20,000) laboratory testing services required for environmental compliance. Vendor through SAVE Cooperative Purchasing WUD 113-04.

**Hills Brothers Chemical Company Services** – Amount not to exceed \$75,000 for chemicals for Water Division (\$25,000) and Wastewater Division (\$50,000) for disinfection per ADEQ regulations required for environmental compliance. Vendor through the Chandler Cooperative Purchasing Agreement.

## FISCAL IMPACT

Funding source (account no.): Water Maintenance (43-760-490-4120-0000) \$130,000; Meter Replacement Program (43-760-490-4125-0000) \$102,000; Other Contractual Service (11-445-430-3300-0000) \$75,000; Other Contractual Services (12-500-430-3300-0000) \$20,000; Testing Fees (43-760-490-4110-0000) \$45,000; Testing Fees (42-755-490-4110-0000) \$20,000; Water Maintenance (43-760-490-4120-0000) \$25,000; Wastewater Maintenance (42-755-490-4120-0000) \$50,000

**CITY OF SHOW LOW  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Adoption of Resolution No. R2023-13 Designating the Chief Fiscal Officer for City of Show Low and Authorization to Submit the Current Fiscal Year's Annual Expenditure Limitation Report (Justin Johnson)

**RECOMMENDATION**

I **MOVE** to adopt Resolution No. R2023-13 designating Justin Johnson as Chief Fiscal Officer for City of Show Low and authorization to submit the current Fiscal Year's Annual Expenditure Limitation Report.

**BACKGROUND**

Arizona Revised Statute § 41-1279.07(E) requires each county, city, town, and community college district to annually provide the Auditor General the name of the Chief Fiscal Officer designated by the governing board to submit the current year's Annual Expenditure Limitation Report. The submission is due by July 31 each year.

Staff recommends adopting Resolution No. R2023-13 designating Justin Johnson as Chief Fiscal Officer for City of Show Low.

Attachments:  
Resolution No. R2023-13

**CITY OF SHOW LOW RESOLUTION NO. R2023-13**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY  
OF SHOW LOW, ARIZONA, DESIGNATING THE CHIEF FISCAL  
OFFICER AUTHORIZED TO FILE FINANCIAL DOCUMENTS ON  
BEHALF OF THE CITY OF SHOW LOW FOR FISCAL YEAR 2024**

**RECITALS:**

**WHEREAS**, Arizona Revised Statute 41-1279.07 requires the governing body of every Arizona city to annually provide the Auditor General the name of the Chief Fiscal Officer (CFO) designated to submit Annual Expenditure Limitation Reports (AELR); and

**WHEREAS**, the Auditor General requires documentation of the official action taken by the City Council designating the individual authorized to file the AELR;

**WHEREAS**, the City of Show Low's Deputy City Manager is responsible for filing all required financial reports on behalf of the City; and

**WHEREAS**, Justin Johnson holds the position of Deputy City Manager for the City of Show Low.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Show Low, Arizona, as follows: That Deputy City Manager, Justin Johnson, is authorized to submit financial reports, including but not limited to Annual Expenditure Limitation Reports, to federal, state and county agencies on behalf of the City of Show Low, Arizona.

**PASSED AND ADOPTED** this 20th day of June, 2023, by the Mayor and Council of the City of Show Low, Arizona.

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

ATTEST:

\_\_\_\_\_  
Kathy Clements, Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

## **CITY OF SHOW LOW STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Resolution No. R2023-15 Approving an Amended Collection Agreement with Arizona Game and Fish Department (Anna Atencio)

### **RECOMMENDATION**

I **MOVE** to adopt Resolution No. R2023-15 approving an amended Collection Agreement between the Arizona Game and Fish Department and the City of Show Low for the Americans with Disabilities Act accessibility upgrades to the Show Low Lake Boat Ramp and authorizing the Mayor to sign said amended agreement.

### **BACKGROUND**

On March 21, 2023, the City Council adopted Resolution No. R2023-08, which approved an intergovernmental Collection Agreement with the Arizona Game and Fish Department for the sharing of costs associated with Americans with Disabilities Act ("ADA") accessibility upgrades to the Show Low Lake boat ramp.

The City of Show Low had received the low bid for said ADA accessibility upgrades by LD&B, LLC for \$217,891.50. Under the original Collection Agreement, the Arizona Game and Fish Department will pay 75% and the City will pay 25% of the total cost of \$217,891.50.

The Arizona Game and Fish Department has conveyed an amended Collection Agreement which includes adding funding for contingencies in the amount of \$32,113.50. The Collection Agreement amount increased to \$250,000.00. The cost-sharing remains the same, with the Arizona Game and Fish Department paying 75% and the City paying 25% but adjusts the potential costs to the City from \$54,472.88 to \$62,500.00.

The costs associated with the project are budgeted in the City fiscal year 2023 General Operations Budget.

Staff recommends approving the amended Collection Agreement with the Arizona Game and Fish Department for the construction of ADA accessible boat ramp improvements at Show Low Lake.

Attachments:  
Resolution No. R2023-15  
Collection Agreement

### **FISCAL IMPACT**

Anticipated cost: \$62,500.00

Funding source (account no.): Game & Fish IGA – Ramp/ADA Access at Show Low Lake (11-402-490-6430-0309)

## **CITY OF SHOW LOW RESOLUTION NO. R2023-15**

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, APPROVING AN AMENDED COLLECTION AGREEMENT WITH THE ARIZONA GAME AND FISH DEPARTMENT FOR SHARING COSTS ASSOCIATED WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY UPGRADES TO THE SHOW LOW LAKE BOAT RAMP**

#### **RECITALS:**

**WHEREAS**, the City and the Arizona Game and Fish Department entered into a License Agreement (HAB-13-0419) in 2013 for public recreation, fish and wildlife management, and operation and maintenance of Show Low Lake, and

**WHEREAS**, the City and the Arizona Game and Fish Department recognize and encourage a continued commitment to making accessibility upgrades to the Show Low Lake consistent with the Americans with Disabilities Act ("ADA").

**WHEREAS**, on March 21, 2023, Show Low City Council awarded the construction contract for the Show Low Lake ADA accessibility upgrades to the lowest bidder, LD&B, LLC, at \$217,891.50.

**WHEREAS**, the Show Low City Council authorized a Collection Agreement with the Arizona Game and Fish on March 21, 2023, through Resolution No. R2023-08, for the sharing of costs associated with ADA accessibility upgrades to the Show Low Lake boat ramp in an amount not to exceed \$217,891.50.

**WHEREAS**, the Arizona Game and Fish Department has conveyed an amended Collection Agreement which includes contingencies for said accessibility upgrades, increasing the Collection Agreement from 217,891.50 to \$250,000.00.

**WHEREAS**, the cost-sharing remains the same, with the Arizona Game and Fish Department paying 75% and the City paying 25% but adjusts the potential costs to the City from \$54,472.88 to \$62,500.00.

#### **ENACTMENT:**

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the City of Show Low, Arizona, hereby approve an amended Collection Agreement with the Arizona Game and Fish Department agreeing to share the construction costs of the ADA accessibility upgrades of the Show Low Lake boat ramp, whereby the Arizona Game and Fish Department shall pay 75% and the City of Show Low shall pay 25% of the total cost of ADA accessibility upgrades not to exceed \$250,000.00.

**BE IT FURTHER RESOLVED** authorizing the Mayor to sign said amended Agreement.

**PASSED AND ADOPTED** this 20th day of June, 2023, by the Mayor and Council of the City of Show Low, Arizona.

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

ATTEST:

\_\_\_\_\_  
Kathy Clements, Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

|                                                                                   |                                                                                                                              |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Land and Water Program<br/>Arizona Game and Fish Department<br/>5000 West Carefree Highway<br/>Phoenix, Arizona 85086</b> |
|                                                                                   | <b>Agreement Number: BADJ 23-14</b>                                                                                          |
|                                                                                   | <b>Property Name: Show Low Lake<br/>Property Location: Sec. 10 – T09N, R22E</b>                                              |

## COLLECTION AGREEMENT

### BETWEEN THE ARIZONA GAME AND FISH DEPARTMENT AND THE CITY OF SHOW LOW

This Collection Agreement (“Agreement”) is entered into between the Arizona Game and Fish Department, hereinafter termed "Department" and the City of Show Low, Arizona, a political subdivision of the State of Arizona, hereinafter referred to as the "City" pursuant to the May 21, 2013, License Agreement (HAB-13-0419) between the Arizona Game and Fish Commission (“Commission”) and the City of Show Low.

#### Recitals

WHEREAS, the Department acts under the authority of the Commission and

WHEREAS, the City has authority to enter into this Agreement under A.R.S. §11-951, et seq., and

WHEREAS, the Commission has primary statewide responsibility for management actions related to fish and wildlife within the State of Arizona, and the City has authority to manage Show Low Lake as provided for under A.R.S. § 9-494, and

WHEREAS, the Commission, through a Quit Claim Deed and Right of Way, acquired approximately eight (8) acres of real estate situated at Show Lake, Arizona for the purposes of fish, wildlife, public recreation, and related purposes, and hereafter referred to as the “subject property”,

WHEREAS, Phelps Dodge Corporation has transferred its realty interest surrounding Show Low Lake to the City, and the City currently manages a campground adjacent to the subject property, and

WHEREAS, the City manages the subject property, in conjunction with the adjacent campground, and

WHEREAS, the Parties agree that the uses set forth in these recitals are in furtherance of the public interest, and

WHEREAS, the Parties have entered into a License Agreement (HAB-13-0419) in 2013 for public recreation, fish and wildlife management, and operation and maintenance of the subject property, and

WHEREAS, the Parties recognize and encourage a continued commitment to make accessibility upgrades to the Show Low Lake boat ramp consistent with the Americans with Disabilities Act ("ADA"). The work includes, but is not limited to, removals of existing asphalt, curb, sidewalk, and trees, installation of new curb, sidewalk, asphalt pavement, ramps, handrail, and incidentals required to provide a complete and functioning project ("Project"), as described in Exhibit A-Project Description.

WHEREAS, said Project is consistent with the existing License Agreement (HAB-13-0419), Terms and Conditions 1. (A), (F) and (G).

WHEREAS, the City has initiated the bid process for said Project. The lowest bid was received by LB&D, LLC ("Contractor") at \$217,891.50.

NOW THEREFORE, it is the understanding of the Parties that:

The Parties agree to the construction of the said ADA accessibility upgrades as set forth in Exhibit A-Project Description, whereby the Department shall pay 75% of the total cost of said Project and the City shall pay 25% of the total cost of said Project. The total cost of said Project shall not exceed \$250,000, This includes \$217,891.50 for the Contractors bid and \$32,108.50 for contingencies. The City shall pay the Contractor monthly, incremental payments based upon the percentage of completion of said Project until the Project is complete. The Department shall reimburse the City 75% of the total cost of the Project in the same monthly, incremental payments. The Department shall reimburse the monthly, incremental payments within 30 days of written notice by the City of said monthly, incremental payment.

1. Federal Award Designation

- A. Subrecipient Name: City of Show Low
- B. Subrecipient Unique Entity Identifier: LK7PLRNTVKT1
- C. Federal Award Identification Number: F22AF00934-01
- D. Federal Award Date to DEPARTMENT: March 9,2022
- E. Period of Performance Start and End Date: February 14, 2022 to June 30, 2024
- F. Budget Period Start and End Date: February 14, 2022 to June 30, 2024
- G. Total amount of the federal award to DEPARTMENT: \$282,642.50

- H. Federal Subaward Obligated to Subrecipient by this Agreement: \$187,500.00
    - a. \$163,413.62 Contractor's Bid
    - b. \$24,086.38 Contingencies
  - I. Total Federal Funds Obligated to Subrecipient by the DEPARTMENT: \$187,500.00
    - a. \$163,413.62 Contractor's Bid
    - b. \$24,086.38 Contingencies
  - J. Total Amount of the Federal Award committed to the Subrecipient by the Department: \$187,500.00
    - a. \$163,413.62 Contractor's Bid
    - b. \$24,086.38 Contingencies
  - K. Non-Federal Required Match from Subrecipient: \$62,500.00 (as detailed in the Recitals)
    - a. \$54,472.88 Contractor's Bid
    - b. \$8,027.12 Contingencies(see Section 3 – Match Funding)
  - L. DEPARTMENT Funds Obligated to Subrecipient: None
  - M. Federal Award Project Description: Funds from the corresponding Federal Award to the DEPARTMENT are to be used to renovate the Show Low Lake boating facility by constructing ADA accessible walkways from the parking lot to the boat ramp. Funding also is provided for administrative oversight of the grant by the DEPARTMENT.
  - N. Federal Awarding Agency: U.S. Fish and Wildlife Service, Wildlife and Sport Fish Restoration Program
  - O. Pass-Through Entity: Arizona Game and Fish Department
  - P. Federal Assistance Listing Number (CDFA): 15.605 Boating Infrastructure Grant
  - Q. Award for Research and Development: Not applicable
2. Terms and Conditions.
- A. The City shall be responsible for the routine operation, maintenance and repair of the subject property, including all public facilities and amenities, and for maintaining the property in a manner conducive to safe use by the public, and in a condition that does not devalue the property. Any large capital improvements will be the responsibility of the Department and will be coordinated as outlined in paragraphs F and G below. Any repairs to capital improvements requiring immediate attention will be conveyed in writing to the Pinetop Regional Supervisor for immediate attention. The City, or its assignee, is authorized to take

all steps necessary to protect the public, including closing any areas, amenities or facilities of concern.

- B. The City may contract with an on-site concessionaire for routine operation and maintenance of the subject property. The City will be responsible for supervising the concessionaire and all of its operations and property management functions at the subject property. The contract with a concessionaire shall be expressly subject to the terms and conditions of this agreement, and the termination of this agreement shall terminate the concessionaire contract, unless the parties agree otherwise.
  - C. The City will operate and maintain the subject property and Show Low Lake area in accordance with the City of Show Low City Code; Chapter 17, Parks and Recreation.
  - D. The Department is authorized to enforce Arizona Revised Statutes, titles 5, 13 and 17 and Commission rules, as necessary in the Show Low Lake area.
  - E. The Department and the City shall meet annually to review overall operation of recreational services and activities provided at the subject property and to develop appropriate management strategies for the area. The Department will be represented by the Department's Region I Supervisor and other necessary Department personnel.
  - F. The Department will coordinate with the City to identify and prioritize periodic maintenance or capital improvements to public parking areas, public restrooms and boat launch ramp/dock located on the subject property. The Department will, in its discretion, contribute funds and development assistance to identified capital improvement projects, provided funds are lawfully appropriated or allocated.
  - G. The Department retains authority to approve any improvements that occur on the subject property. Both parties agree to review and evaluate any such proposed improvements during the annual coordination meetings. All improvements on the Property become the property of the Commission. "Improvements" for the purpose of this Agreement mean anything permanent in character which is the result of labor or capital expended by either Party on the subject property-.
  - H. The Department and the City shall meet annually and agree upon authorized public use of the property. At a minimum, day-use public access, and vehicle access for the purposes of fishing and boating shall be permitted on a 24-hour basis.
3. Effective Date and Duration. This Agreement is effective as of the last signature date and shall expire when the Project is completed and functional.
4. Termination Generally. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease.

5. Termination of Realty Interest. In the event the Commission's interest in the property is terminated prior to the expiration of this Agreement, then this Agreement is automatically terminated along with any and all of the Commission's liabilities or obligations hereunder, provided, however, that a voluntary sale of the property by the Commission shall be subject to this Agreement and the provisions contained herein.
6. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
7. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
8. Notices. Notices to or demand upon either party hereto by the other party pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

|                                                   |                                                 |
|---------------------------------------------------|-------------------------------------------------|
| <b>(a) <u>If intended for Commission, to:</u></b> | <b>(b) <u>If intended for the City, to:</u></b> |
| Director                                          | Show Low City Manager                           |
| Arizona Game and Fish Department                  |                                                 |
| Attn: Development Branch Chief                    | 180 N. 9 <sup>th</sup> Street                   |
| 5000 West Carefree Highway                        | Show Low, Arizona 85901                         |
| Phoenix, Arizona 85086                            |                                                 |

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

9. Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") arising out of bodily injury of any person (including death), or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused or alleged to be caused, in whole or in part, by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
10. Environmental Indemnity. The City shall indemnify, defend, save and hold harmless the Commission, Department, and State of Arizona, from and against all liability, and costs,

including attorneys' fees and court costs arising out of or related to release or threatened release of any regulated, hazardous or toxic substance or pollutant under any applicable federal, state or local environmental law or regulation arising out of their use or occupancy of the property after the Effective Date of this Agreement; or (b) any release or threatened release of any such substance or pollutant in, on, under or from the property that is caused, in whole or in part, by any conduct, actions or negligence of the Licensee or its shareholders, employees or agents. This indemnity shall include, without limitation, claims or damages arising out of any and all violations of environmental laws, regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnities. This indemnity shall survive the expiration or termination of this Agreement.

11. Substances or Pollutants. For the purposes of this Agreement, the terms "substances or pollutants", shall include substances or pollutants defined as "regulated substances", "hazardous waste", "hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Oil Pollution Act and relevant local and state environmental laws.
12. Reclamation. Prior to the termination or expiration of this Agreement or any renewal period, The City shall reclaim the Property by removing all regulated substances. In addition, reclamation shall include, but not be limited to, removal of all waste and debris deposited by The City. The City shall be responsible for any damages to the Property from the existence of any regulated substance or damages resulting from removal, treatment, storage, disposition, mitigation, clean-up or remedying of any regulated substance. The City's obligations under this section shall survive the termination or expiration of the Agreement.
13. Insurance requirements. The City shall procure and maintain for the duration of the Agreement, insurance or provide certification of self-insurance against claims for injury to persons or damage to property that may arise from or in connection with this License. The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the City from liabilities that might arise out of this Agreement. The City is free to purchase such additional insurance as the City determines necessary.
  - A. Minimum scope and limits of insurance. The City shall provide coverage with limits of liability not less than those stated below.
    1. Commercial General Liability – Occurrence Form  
Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.
      - General Aggregate \$2,000,000

- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Damage to Rented Premises \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement. Such additional insured shall be covered to the full limits of liability purchased by the City, even if those limits of liability are in excess of those required by this Agreement.*
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from Agreement.

2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000
  - a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City, involving automobiles owned, leased, hired or borrowed by the City.”* Such additional insured shall be covered to the full limits of liability purchased by the City, even if those limits of liability are in excess of those required by this Agreement.
  - b. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 

|                         |             |
|-------------------------|-------------|
| Each Accident           | \$ 500,000  |
| Disease – Each Employee | \$ 500,000  |
| Disease – Policy Limit  | \$1,000,000 |

- a. This requirement shall not apply to: Separately, EACH City or subcontractor exempt under A.R.S. § 23-901, AND when City or its

subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- B. Additional insurance requirements. The policies shall include, or be endorsed to include, the following provisions:
1. The City's policies shall stipulate that the insurance afforded the City shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
  2. Coverage provided by the City shall not be limited to the liability assumed under the indemnification provisions of this Agreement.  
  
All policies of insurance shall be endorsed to include the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds. Such additional insureds shall be covered to the full limits of liability purchased by the City, even if those limits of liability are in excess of those required by this Agreement.
  3. All policies of insurance shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees. Insurance coverages shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- C. Notice of cancellation. Except for a (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. Acceptability of insurers. The City's insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the City from potential insurer insolvency.
- E. Verification of coverage. Unless the City certifies that it self-insures, the City shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before the Agreement term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

All certificates required by this Agreement shall be sent directly to the Department. The State of Arizona, Department, agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time.

- F. Approval: Any modification or variation from the *insurance requirements* in this License shall be made by the Department in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment but may be made by administrative action.
  - G. Notification of change in policy status. The City shall immediately notify the Department of any cancellation, termination or material alteration of any policy of insurance required by this Agreement. Any notices of cancellation, termination or alteration shall be sent directly to the Department in accordance with the Notices provision of this Agreement. Notwithstanding any other provision of this Agreement, failure to maintain the required minimum scope or limits of coverage required by this Agreement is grounds for immediate termination of this Agreement by the Commission.
- 14. Cultural Resources. Pursuant to A.R.S. §§ 41-841, 41- 842, 41-844, 41-861, 41-862, and 41-863, the City, its agents, contractors, guests, or invitees shall not excavate or collect any prehistoric or historic archeological object without a permit from the Director of the Arizona State Museum, and shall report to the Department and Arizona State Museum any archaeological or paleontological site or object that is discovered on lands whose use by the City, or its guests or invitees, is authorized under this Agreement and immediately cease land-disturbing activities.
  - 15. Native Plants. The City, its agents, contractors, guests, or invitees shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Property, and then only with the prior written approval of the Department. If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Agreement, the City must previously acquire the written permission of the Arizona Commission of Agriculture and Horticulture to remove those plants.

16. Strict Performance. It is agreed and understood that failure of the Commission to require strict performance of the terms, covenants, agreements, and conditions of this Agreement shall not constitute a waiver or relinquishment of the right of the Commission to strictly enforce such terms, covenants, or conditions which shall, at all times, continue in full force and effect.
17. Non-discrimination. In carrying out the terms of this agreement, the Parties agree to comply with State Executive Order No. 2023-01 and 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
18. Illegal Immigration. The Parties agree to comply; with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration laws by State Employees and Contractors," the provisions of which are hereby incorporated by reference.
19. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
20. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.
21. Records Retention. In accordance with A.R.S. § 41-151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for six (6) years after completion of this Agreement.
22. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.
23. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
24. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.
25. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

26. Illegal Immigration. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
27. Clause Numbers and Headings. Clause numbers and headings are for convenience only and are not to be construed as part of this Agreement.

**APPROVED:****ARIZONA GAME AND FISH DEPARTMENT**

By: Jennifer Stewart  
Jennifer Stewart, Assistant Director  
Support Services Division  
Arizona Game and Fish Department

Date: 6/1/23

**APPROVED:****CITY OF SHOW LOW, ARIZONA**

By: \_\_\_\_\_  
John Leech, Mayor

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

**ATTESTED:****CITY OF SHOW LOW, ARIZONA**

By: \_\_\_\_\_  
Rachel Hall, City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Anna M. Atencio, City Attorney

**EXHIBIT A – Project Description**

Renovate the Show Low Lake boating facility by performing the following. Removal of asphalt, curb, sidewalk, trees, soils and rock as needed to reconstruct an accessible parking area with accessible walkway from the upper parking lot to the boat launch area. The development will conform to the plans provided by the Department which were designed by Painted Sky Engineering, sealed 5-25-22. Tasks associated with this project include:

Clearing and grubbing

Earthwork

Removals

Grading

Aggregate Base placement

Concrete Paving

Concrete Sidewalk

Concrete curb

Handrail

Striping

Asphalt paving

and incidentals required to provide a complete and functioning project

City of Show Low to provide match in the form of cash or in kind at the rate of 25%.

## **CITY OF SHOW LOW STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Agreement to Reimburse Costs Associated with Airport Hangar Infrastructure Improvements at Show Low Regional Airport with Big Dog Development, LLC (Bill Kopp/Anna Atencio)

### **RECOMMENDATION**

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

### **BACKGROUND**

The City of Show Low entered into ten ground leases with Big Dog Development, LLC at the Show Low Regional Airport. Big Dog Development, LLC agreed to pay for the infrastructure costs to include grading, paving of taxi lanes, installation of utilities, and other improvements in order to construct hangars on these leases. The project was publicly bid, and at its council meeting on June 6, 2023, the Council awarded the contract to Mid-State Asphalt, Inc. in the amount not to exceed \$496,128.15. Now that the amount for the work has been established, an agreement is needed to establish the procedures for reimbursement between the City and Big Dog. The City will inspect the work and approve any payment requests by the contractor. The City will pay the requests, and Big Dog will reimburse the City within 15 days. At the conclusion of the project, the City will remit any lease payments received to reimburse Big Dog for the improvements until paid in full. The lease payments are subject to an annual Consumer Price Index (CPI) increase. It is anticipated that it will take about 14-15 years to repay Big Dog for the improvements based on the current lease rate with a 2.5% annual CPI. This could vary if the CPI increases or decreases.

Staff recommends approving the Agreement to Reimburse Costs Associated with the Airport Hangar Infrastructure Improvements with Big Dog Development, LLC, and authorizing the Mayor to sign all documents on behalf of the City to lease the property.

Attachments:

Agreement to Reimburse Costs Associated with the Airport Hangar Infrastructure Improvements

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

**THIS AGREEMENT IS MADE ON THE 20<sup>th</sup> DAY OF JUNE, 2023**, between the City of Show Low, a Municipal Corporation of the State of Arizona ("City") and Big Dog Development ("Developer").

**WHEREAS**, on June 6, 2023 the City entered into an Agreement with the Mid-State Asphalt, Project No. A-1723 2.0, for infrastructure improvements to the Show Low Regional Airport to accommodate 10 additional hangar spaces to be constructed at the airport.

**WHEREAS**, the Show Low Airport infrastructure improvements includes grading and paving taxi lanes, water, sewer, a sewer lift station and electric services at a stipulated amount, not to exceed \$496,128.15.

**WHEREAS**, City and Developer agree that the infrastructure construction costs associated with the Agreement between the City and Mid-State Asphalt, Project No. A-1723 2.0, will be initially paid by the City consistent with the payment terms of the Agreement with Mid-State Asphalt and reimbursed by the Developer.

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

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

**WHEREAS**, the Developer shall be credited the ground lease payments made to the City for 10 hangar spaces to reimburse Developer for amounts paid by Developer for this project in an amount not to exceed \$496,128.15.

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

The Show Low Airport infrastructure improvements as set forth in the Agreement between the City and Mid-State Asphalt, Project No. A-1723 2.0, will allow for construction of additional hangars to accommodate demand for said hangars. Pursuant to the Agreement between the City and Mid-State Asphalt, the City will pay the progress payments per the payment terms. Upon notice, the Developer shall reimburse the City the same progress payments made by the City within fifteen (15) days. The Developer shall be credited the ground lease payments made to the City for 10 hangar spaces to reimburse Developer for amounts paid by Developer for this project in an amount not to exceed \$496,128.15.

APPROVED:

CITY OF SHOW LOW

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

\_\_\_\_\_  
Date

ATTESTED:

\_\_\_\_\_  
Kathy Clements, Assistant City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Atencio, City Attorney

BIG DOG DEVELOPMENT, LLC:

\_\_\_\_\_  
David Laroy Hansen, Member

\_\_\_\_\_  
William Edgar Powell, Member

STATE OF ARIZONA                    )  
                                              )ss.  
COUNTY OF NAVAJO                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023  
by David Laroy Hansen and William Edgar Powell, Members of Big Dog Development,  
LLC.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Acceptance of Construction for Police Evidence Building, City of Show Low Project No. FM-2322 (Bill Kopp)

### RECOMMENDATION

I **MOVE** to accept the construction of the Police Evidence Building, City of Show Low Project No. FM-2322, to LD&B, LLC, release the retainage, and start the warranty period.

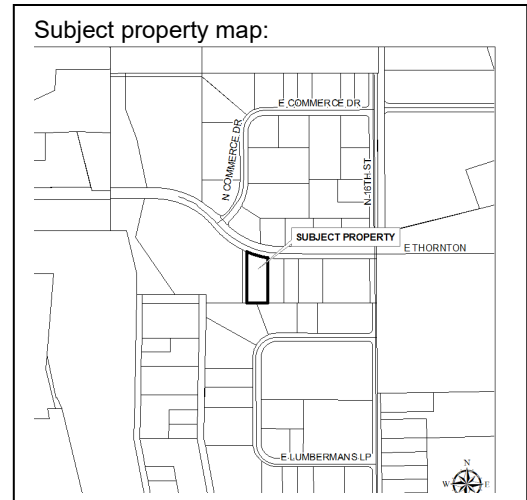
### BACKGROUND

In fiscal year 2021, the City purchased the old Schwan's building located at 1301 East Thornton. The City's fiscal year 2022 Capital Improvement Plan budget included funding for the renovation of the building to be used for police evidence and permanent city file storage. The renovations included secure gun and drug storage areas and a walk-in refrigerator and freezer for long-term cold storage of evidence. The restroom was also upgraded to meet current Americans with Disabilities Act codes.

City staff prepared a request for proposals for a design-build project. The request for proposals was advertised per statutory requirements. A single proposal was received from LD&B, LLC. City Council awarded the contract to LD&B, LLC for a cost not to exceed \$293,821.00.

Staff recommends accepting the construction of the Police Evidence Building, City of Show Low Project No. FM-2322, to LD&B, LLC releasing the retainage, and initiating the warranty period.

Attachments:  
None



### FISCAL IMPACT

Final cost: \$293,821.00

Funding source: Evidence/Property Building (11-455-495-7310-2204/4552204)

**MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, JUNE 6, 2023, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA**

1. Call to Order.

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

2. Roll Call.

**COUNCIL MEMBERS PRESENT:** Vice Mayor Kakavas, Councilman Adams, Councilman Allsop, Councilman Clark, Councilman Hatch, and Councilman Judd.

**COUNCIL MEMBERS ABSENT:** Mayor Leech.

**STAFF MEMBERS PRESENT:** Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Brad Provost, Police Chief; Bill Kopp, Public Works Director; Jay Brimhall, Community Services Director; Cari Bilbie, Finance Manager; and Rachael Hall, City Clerk.

**GUESTS:** Melissa Taylor, Doug Roberts, Robert and Sandra Turnwall, John Hannah, Melissa Rodgers, Catrina Jenkins, Denise Stow, Brian Martin, Jacque Allen, Kurt Fernau, and others.

3. Invocation.

Councilman Allsop gave the invocation.

4. Pledge of Allegiance.

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

5. **CALL TO THE PUBLIC:**

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

Doug Roberts, 1441 North 36th Drive, said the Cruz'n the Rim Car Show was last weekend and thanked the Council, City staff, and the community for the support of this event.

Ravone Bauwens, 560 South Creekside Drive, expressed concern regarding developments surrounding the Show Low Bluff subdivision. Vice Mayor Kakavas asked staff to follow up with Ms. Bauwens.

6. **SPECIAL EVENTS:**

- A. Presentation of Outgoing Board Member, Rob Turnwall, from Show Low Main Street.

Mr. Brimhall said the City wanted to recognize Rob Turnwall, an outgoing Board Member from Show Low Main Street. Mr. Brimhall thanked him for his service to the community.

Many Council members thanked him for his time and service to the community.

- B. Presentation on Wildfire Preparedness.

Catrina Jenkins, Navajo County Emergency Manager, gave a presentation regarding the White Mountains Fire Restrictions Coordination Group. She said the group looked at different components to determine fire restrictions for the area, some of those components included reviewing the "Drought Monitor Comparison" chart and reviewing the "Significant Wildland Fire Potential Outlook." She said the group consisted of personnel from Apache County Emergency Management, Northeast Arizona Police Association, Forest Service Department of Agriculture, United States Department of the Interior Bureau of Land Management, Fort Apache Agency Fire Management, Arizona Department of Forestry and Fire Management, Northeastern Arizona Fire Chiefs Association, and Navajo County Emergency Management.

Ms. Jenkins said the group hosted a preseason and postseason meeting each year. The voting members met weekly once wildfire conditions began to worsen during the season. She said updates were shared with all regional partners through weekly emails and a phone call along with print and social media updates on conditions and restrictions. She said decisions for fire restrictions were based on science and data the group received from the National Weather Service, forest experts, local public safety officials, regional partners, and County Emergency Management.

Randy Chevalier, Timber Mesa Fire and Medical District Chief, said community preparedness was important. He discussed fine fire fuels such as tall grass from the rains and wet winter. He advised the community to be cautious about having fires. Timber Mesa Fire and Medical District had a prevention division that would come out to homes to discuss the programs that existed and to encourage people to be proactive in the cleanup of their property. He said on July 15, a Fire Wise event would be held at Blue Ridge Elementary School to help educate the community.

Brad Provost, Police Chief, said all law enforcement agencies throughout the region communicated and worked together as a joint effort for this area and the citizens. He said there was still a fire danger in our community.

Councilman Clark talked about the continued fire danger in the area. He thanked Ms. Jenkins for her efforts with this group and for Navajo County.

C. Presentation by City of Show Low's American Disabilities Act Committee.

Jay Brimhall, Coordinator of Show Low's Americans with Disabilities Act (ADA) Committee, said the five-member committee was formed in 2018 and met quarterly. The committee's purpose was to discuss and plan the responsibilities of all City departments to ensure that City assets complied with ADA requirements. The committee assisted in these efforts by identifying compliance requirements and projects that aided in furthering ADA accessibility within the City.

Mr. Brimhall reviewed some of the City's major ADA compliant projects that had been completed in the past year including the Frontier Park Inclusive Playground and Splashpad and Meadow Trail Phase 2.

Mr. Brimhall reviewed future and under construction ADA-compliant projects including ADA parking for Show Low Independence Day Parade, Timothy McKay Memorial Park, Arizona Department of Transportation's White Mountain Road connectivity, City-wide sidewalk connectivity, restroom construction and remodels at various City parks and facilities and conversion of existing on deck restrooms at the Aquatic Center.

7. **CONSENT CALENDAR:**

- A. Proclamation by the Mayor Proclaiming June 4 through 10, 2023, as **Cougar Academic Decathlon Team Week** in the City of Show Low.
- B. Consideration of Acceptance of Frontier Park Parking Lot Expansion, City of Show Low Project No. R-2422. (Shane Hemesath)

- C. Consideration of Minutes of Show Low City Council meetings:
- (1) Special Meeting of March 21, 2023.
  - (2) Regular Meeting of May 16, 2023.

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

Ms. Hall read the proclamation aloud for the Show Low High School Academic Decathlon Team who won a state championship this year.

8. **OLD BUSINESS:**

- A. Consideration of Award of Construction Contract for Airport Hangar Infrastructure Improvements, City of Show Low Project No. A-1723 2.0. (Bill Kopp)

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

Mr. Kopp said the project was designed by the City of Show Low Engineering Department and was publicly bid according to statutory requirements. One bid was received from Mid-State Asphalt for \$496,128.15.

Mr. Kopp said the single bid was well within the expected cost. Because the City had not worked with this contractor in the past, staff made additional reference checks. Several very favorable responses were received. Staff recommended awarding the contract for the Airport Hangar Infrastructure Improvements, City of Show Low Project No. A-1723 2.0. to Mid-State Asphalt in an amount not to exceed \$496,128.15

**COUNCILMAN CLARK MOVED TO AWARD THE BID FOR THE AIRPORT HANGAR INFRASTRUCTURE IMPROVEMENTS, CITY OF SHOW LOW PROJECT NO. A-1723 2.0. TO MID-STATE ASPHALT IN AN AMOUNT NOT TO EXCEED \$496,128.15; SECONDED BY**

**COUNCILMAN ADAMS; PASSED 6 TO 0 WITH VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

9. **NEW BUSINESS:**

- A. Consideration of Ordinance No. 2023-03, Extending and Increasing the Corporate Limits of the City of Show Low, Navajo County, State of Arizona, By Annexing Thereto Certain Territory Contiguous to the Existing Limits of the City Show Low, Arizona – #P-1432. (Anna Atencio)

Ms. Atencio said staff was recently approached by the owner of a parcel located directly south of the Show Low city limits and west of Show Low Lake requesting to explore the possibility of annexing property into the City of Show Low in order to facilitate development of several properties. This owner wished to develop a master-planned subdivision. While the majority of the property to be developed lied within the Show Low city limits, one parcel was located outside of the Show Low city limits and was located inside the Pinetop-Lakeside town limits. This would result in several issues, including utilities, access, police protection, and building permits and inspections.

Ms. Atencio said after discussion with the property owner, staff approached the Town of Pinetop-Lakeside (Town) and discussed the possibility of de-annexing this parcel from the Town and into Show Low. Also discussed was the possibility of including three adjacent parcels, which were owned by the City. Two of these parcels were located under Show Low Lake, the third parcel was the site of the former Phelps Dodge pumping station. The total area of all four parcels was approximately 19 acres.

Ms. Atencio said the legislature had provided a procedure for the de-annexation of land from one municipality and annexation to another incorporated city or town. This procedure was outlined in ARS 9-471.02. At their regular meeting of May 18, 2023, the Pinetop-Lakeside Town Council approved Ordinance No. 23-463 for the de-annexation of the subject properties from the Town of Pinetop-Lakeside to the City of Show Low, with the condition that the Town of Pinetop-Lakeside receive any construction sales tax and permit fees if any residences were ever constructed.

Ms. Atencio said once the Council adopted Ordinance No. 2023-03, both ordinances would be sent to Navajo County for action by the Board of Supervisors. Following approval by the Board of Supervisors, this action

would be considered final. The subject properties would then be incorporated into the City of Show Low.

By unanimous consent, Ms. Hall read Ordinance No. 2023-03 by title only since all Council members had a copy.

“AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF SHOW LOW, NAVAJO COUNTY, STATE OF ARIZONA, BY ANNEXING THERETO CERTAIN TERRITORY CONSISTING OF APPROXIMATELY 19.15 ACRES, CONTIGUOUS TO THE EXISTING CITY OF SHOW LOW LIMITS FROM THE TOWN OF PINETOP-LAKESIDE, CONTINGENT UPON DEANNEXATION OF SAID TERRITORY BY THE TOWN OF PINETOP-LAKESIDE, AND APPROVAL BY THE NAVAJO COUNTY BOARD OF SUPERVISORS, PURSUANT TO THE PROVISIONS OF A.R.S. §9-471.02.”

**COUNCILMAN ADAMS MOVED TO ADOPT ORDINANCE NO. 2023-03; SECONDED BY COUNCILMAN HATCH; PASSED 6 TO 0 WITH VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

- B. Consideration of Resolution No. R2023-11 Adopting the Tentative Budget and Establishing the Expenditure Limitation for Fiscal Year Ending June 30, 2024. (Justin Johnson)

Mr. Johnson said the budget development process began in January 2023 with departments presenting their budgets to City management. As presented in the budget town hall and several public City Council study sessions, the tentative budget focused on maintaining current operations and expenses that met the Council's stated priorities.

Mr. Johnson reviewed the tentative budget. He said the state budget forms (Exhibit A to Resolution No. R2023-11) represented all of the information that had been presented to the Council and once approved, would be the adopted budget and expenditure limitation for fiscal year 2024. The required forms would be published twice in the local newspaper, and the Council would be asked to adopt them as final on June 20, 2023, following a public hearing on the budget.

Councilman Allsop thanked staff for putting the budget together to present to the Council.

**COUNCILMAN JUDD MOVED TO ADOPT RESOLUTION NO. R2023-11 ADOPTING THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR FISCAL YEAR 2024 AT \$135,198,892; SECONDED BY COUNCILMAN HATCH; PASSED 6 TO 0 WITH VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

C. Consideration of Award of Contract for Professional Audit Services. (Justin Johnson)

Mr. Johnson said in April 2023, staff issued a request for proposals (RFP) for professional audit services. The RFP was sent to six CPA firms in Arizona (all firms are members of the Government Finance Officers Association of Arizona). Three of the six CPA firms submitted proposals to conduct the annual City audit.

Mr. Johnson said after evaluating each proposal and contacting references, the committee recommended that the City offer a contract to the firm of HintonBurdick. The committee believed that HintonBurdick can conduct the annual audit in a timely and professional manner at a reasonable price. HintonBurdick had performed the annual audit since fiscal year 2009 and was familiar with the City's systems and processes and the amount of work it took to complete the audit. Additionally, the committee felt that this firm's extensive municipal auditing experience combined with its demonstrated technical expertise made it the best overall candidate to perform the City's audits. HintonBurdick also conducted annual audits for several other White Mountain Municipalities.

Mr. Johnson said the City's standard form professional services agreement would be used for these audit services.

**COUNCILMAN ALLSOP MOVED TO AWARD THE CONTRACT FOR PROFESSIONAL AUDIT SERVICES FOR A TERM OF FIVE YEARS TO HINTONBURDICK CPAS & ADVISORS TO CONDUCT THE CITY'S ANNUAL AUDIT AT A COST OF \$51,600 FOR FISCAL YEAR 2023, WITH ANNUAL INCREASES AS OUTLINED IN THEIR PROPOSAL AND OPTIONS FOR FIVE ADDITIONAL YEARS; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

AT THIS TIME, THE CITY COUNCIL WILL RECESS INTO A SPECIAL MEETING OF THE SHOW LOW BLUFF COMMUNITY FACILITIES DISTRICT BOARD TO ADOPT THE TENTATIVE BUDGET FOR FISCAL YEAR 2024 FOR THE DISTRICT.

The Show Low City Council recessed into a Special Meeting of the Show Low Bluff Community Facilities District Board at 8:23 p.m. The Show Low City Council reconvened at 8:27 p.m.

10. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Several Council members thanked the community members and organizations for putting out flags during Memorial Day weekend.

Councilman Allsop offered his condolences to Navajo County Supervisor, Daryl Seymore, for the passing of his mother. He said he attended the Veterans of Foreign Wars Memorial Day ceremony.

Vice Mayor Kakavas congratulated the 2023 high school graduates.

B. Mayor

None.

C. City Manager

Mr. Brown said this year's Project Clean Sweep would end this Saturday, which was the last day you can haul debris for free to the Lone Pine Transfer Station. He said crews would be picking up bulk trash this week.

Mr. Brown said this Friday and Saturday, June 9-10, was Show Low Days at Frontier Field.

Mr. Brown said this weekend, there was an Arizona Collectibles and Firearms Gun Show at the City Campus Gym.

Mr. Brown said Show Low Main Street's weekly Saturday farmers' market & art walk continued and would run through September 23, at Festival Marketplace along Cooley. For more details, citizens could visit [showlowmainstreet.org](http://showlowmainstreet.org).

Mr. Brown said in public works projects, the city's contractor continued working on the 5th and 6th Place Sewer replacement project which was about 50% complete. Construction started today on the 11th Street and Hall Bridge replacement project. This area would be closed during construction and patrons were asked to use an alternative route. Paving had been completed on West McNeil with the contractor completing waterline and manhole adjustments this week. Arizona Department of

Transportation began utility adjustments this week on White Mountain Road, final paving and concrete was scheduled for next week. He thanked our citizens for their patience as we make important improvements to our infrastructure.

11. **SCHEDULING OF MEETINGS:**

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

None.

12. **ADJOURNMENT.**

There being no further business to be brought before the Council, **VICE MAYOR KAKAVAS ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF JUNE 6, 2023, AT 8:32 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 June 6, 2023. 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 Application Submitted by Denise Wiseman Stow on Behalf of Show Low Main Street for Special Event Liquor License for Battle of the Bands & Food Vans at Frontier Fields (Rachael Hall)

### RECOMMENDATION

I **MOVE** to approve the application submitted by Denise Wiseman Stow for a special event liquor license for the Battle of the Bands & Food Vans on September 2, 2023, at Frontier Fields.

### BACKGROUND

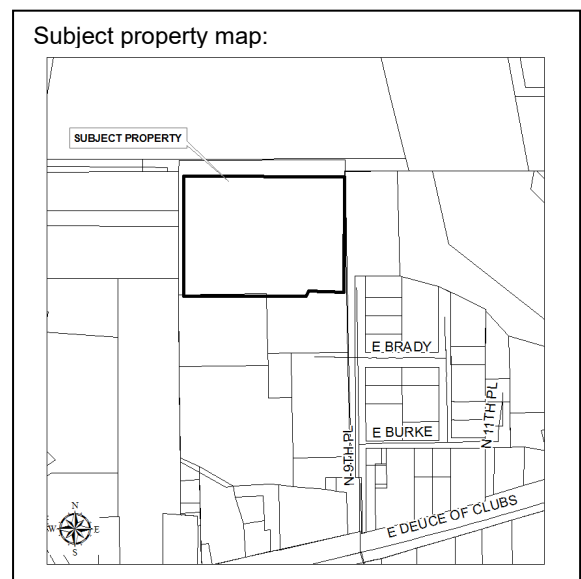
Denise Wiseman Stow, representing Show Low Main Street, submitted an application for a special event liquor license for the Battle of the Bands & Food Vans at Frontier Fields, scheduled for September 2. This event is sponsored by Show Low Main Street and will start at 12:00 p.m. and end by 10:00 p.m.

The license will allow Show Low Main Street to sell beer and wine during the event. Event participants will enter and leave Frontier Fields through one entrance. An existing six-foot chain-link fence surrounds the entire area.

Alcohol will be sold in the blue area marked "Beer Wine" on the map provided with the application and participants will be allowed to consume the alcohol throughout the fields. Additional security personnel will be stationed at the main Frontier Fields entrance/exit and at the entrance/exit to the beer garden. In addition, they will patrol and monitor the fields to ensure that no alcohol is brought in or leaves the premises and that there is no underage consumption. Security will be provided by the Navajo County Sheriff's Auxiliary.

The Show Low Police Department performed a background check on the applicant and found nothing that would preclude approval of this special event liquor license. The application and action taken by the Council will be forwarded to the Department of Liquor Licenses and Control. Unlike regular liquor licenses, the Council's decision is final for such an application.

Attachments:  
Special Event Liquor License application





Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY

Received Date:

Job #:

CSR:

License #:

APPLICATION FOR SPECIAL EVENT LICENSE

Fees: \$25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Stow Denise M 8-22-1955  
Last First Middle Date of Birth  
2. Applicant's mailing address: 371 S 116th Ave ShowLow AZ 85901  
Street City State Zip  
3. Applicant's home/cell phone: 603 340-4131 Applicant's business phone: ( )  
4. Applicant's email address: showlowmainstreet@gmail.com

**SECTION 2** Name of Organization, Candidate or Political Party/Gov.: ShowLow Main Street

**SECTION 3** Non-Profit/IRS Tax Exempt Number: 86-0793545

**SECTION 4** Event Location: Frontier Park - Battle of The Bands & Vans  
Event Address: 650 N. 9th Ave, ShowLow, AZ 85901

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

|         | Date                | Day of Week     | Event Start Time AM/PM | License End Time AM/PM |
|---------|---------------------|-----------------|------------------------|------------------------|
| DAY 1:  | <u>Sept 2, 2023</u> | <u>Saturday</u> | <u>noon</u>            | <u>10pm</u>            |
| DAY 2:  |                     |                 |                        |                        |
| DAY 3:  |                     |                 |                        |                        |
| DAY 4:  |                     |                 |                        |                        |
| DAY 5:  |                     |                 |                        |                        |
| DAY 6:  |                     |                 |                        |                        |
| DAY 7:  |                     |                 |                        |                        |
| DAY 8:  |                     |                 |                        |                        |
| DAY 9:  |                     |                 |                        |                        |
| DAY 10: |                     |                 |                        |                        |

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 PD Number of Police 6-8 Number of Security Personnel ☒ Fencing ☐ Barriers

Explanation: Single ingress and egress for Public entrance,  
Field is completely fenced; identification checks  
at point of sale; security on grounds and at  
entrance/exit. Two SL PD + 6-8 Arizona Rangers

**SECTION 7** Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No  
(If yes, Local Governing Body Signature not required)

Name of Business

License Number

Phone (Include Area Code)

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use  
☐ Dispense and serve all spirituous liquors under retailer's license  
☒ Dispense and serve all spirituous liquors under special event  
☐ Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

**SECTION 9** What is the purpose of this event?

- ☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? 0  
(The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?

☐ Yes ☒ No If yes, please provide the following: Name of Licensed Contractor: \_\_\_\_\_

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

☐ Yes ☒ No If yes, please provide the following: Name of Licensee \_\_\_\_\_ License #: \_\_\_\_\_

5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Show Low Main Street Percentage: 100%

Address 180 N. 9th St, Show Low AZ 85901

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

Address \_\_\_\_\_

Street

City

State

Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

# ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

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

Applicant Signature: Denise Wiseman Stow

## LOCAL GOVERNING BOARD

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

I, \_\_\_\_\_ recommend ☐ APPROVAL ☐ DISAPPROVAL  
(Government Official) (Title)

On behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City, Town, County) Signature Date Phone

## DLLC USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

### **A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

### Food Vendors-

Enter at SW Gate only.

Proceed to next open Food Van Space in 1-9 order.

ALL BOOTHS ARE 1<sup>ST</sup> COME; 1<sup>ST</sup> PLACED IN THAT ORDER

### Non-Food Vendors-

Enter at SW Gate only.

Proceed to next open Booth Space in 1-29 order.

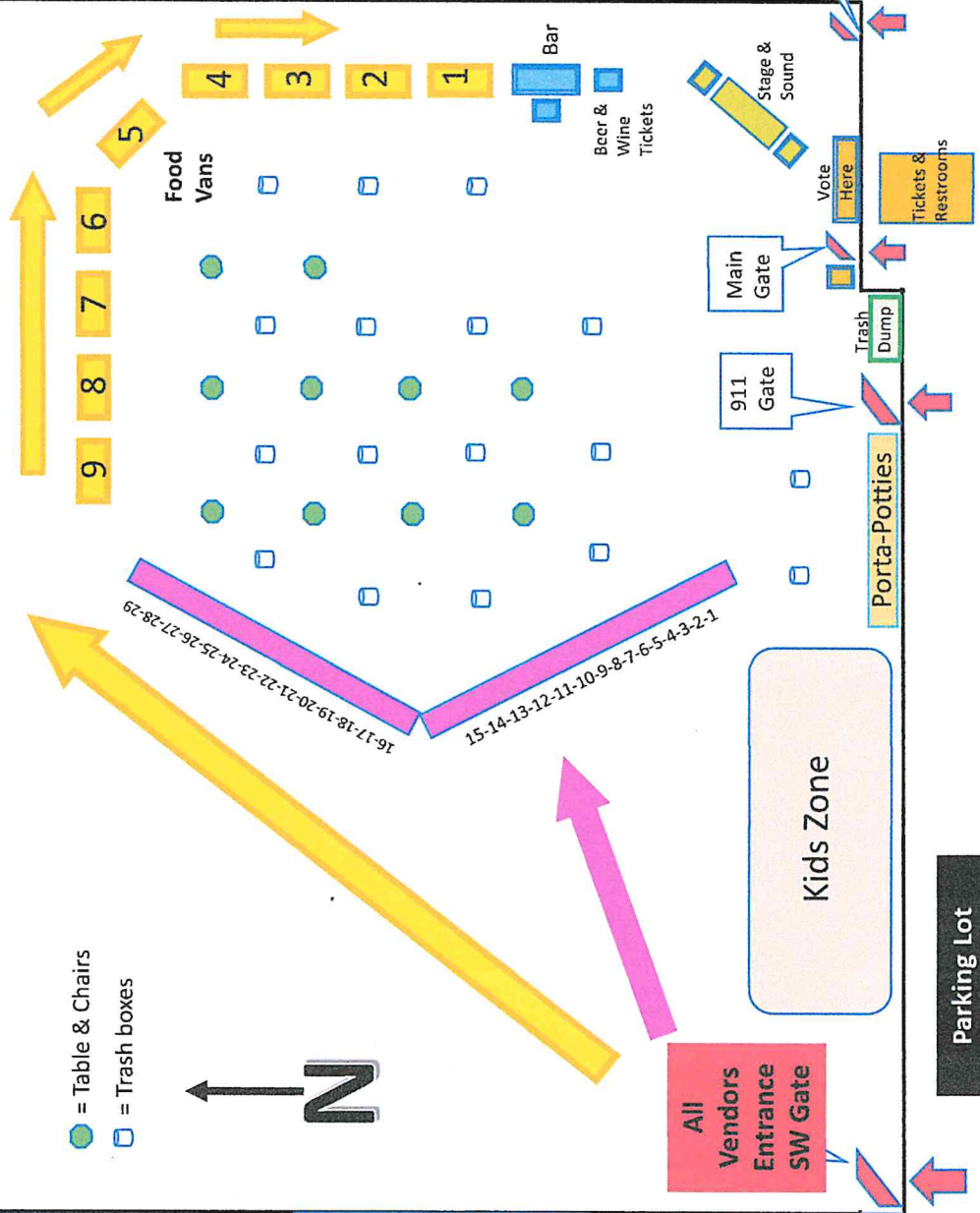
### Not Sure what to do?

1. Enter at SW Gate only.

Look for our Team wearing Orange STAFF Tee Shirts ASK FIRST!

## Frontier Field – 2022 Battle of the Bands & Food Vans

● = Table & Chairs  
□ = Trash boxes



### Setup Times

1. Friday, Sept 2nd between 10AM and 5PM OR
2. Saturday, Sept. 3rd morning starting at 7AM to be ready to sell by 10:45AM

There will be Field Security starting at 5PM on Friday night thru 7 AM on Saturday

GET YOUR SPACE! You could setup your canopy or Van on Friday and add the merchandise on Saturday morning.



City of Show Low  
180 North Ninth Street  
Show Low, AZ 85901  
(928) 532-4021  
cbilbie@showlowaz.gov

XBP Confirmation Number: 144940946

|                                                     |                  |          |                                  |
|-----------------------------------------------------|------------------|----------|----------------------------------|
| Transaction detail for payment to City of Show Low. |                  |          | Date: 05/18/2023 - 2:27:32 PM MT |
| Transaction Number: 198073936                       |                  |          |                                  |
| Visa — XXXX-XXXX-XXXX-4846                          |                  |          |                                  |
| Status: Successful                                  |                  |          |                                  |
| Account #                                           | Item             | Quantity | Item Amount                      |
|                                                     | R-Special Events | 1        | \$25.00                          |

**TOTAL: \$25.00**

**Billing Information**  
DENISEMWISEMANSTOW  
MANSTOW  
, 85901

Transaction taken by: Admin dbarth

## **CITY OF SHOW LOW STAFF SUMMARY REPORT**

**AGENDA TITLE:** **PUBLIC HEARING** Regarding Final Budget for Fiscal Year Ending June 30, 2024, and Proposed Secondary Property Tax Levy and Consideration of Resolution No. R2023-14 Adopting the Final Budget for Fiscal Year Ending June 30, 2024 (Justin Johnson)

### **RECOMMENDATION**

I **MOVE** to adopt Resolution No. R2023-14 adopting the final budget for fiscal year ending June 30, 2024, in the amount of **\$135,198,892.00**.

### **BACKGROUND**

On June 6, 2023, the City Council adopted Resolution No. R2023-11 approving the tentative budget for fiscal year 2024 in the amount of \$135,198,892.00. As required by state statute, the tentative budget was published twice in the local newspaper, and a public hearing is to be held tonight.

The state budget forms (Exhibit A to Resolution No. R2023-14) are identical to the adopted tentative budget and represent all the information that has been presented to the Council to date. Following a public hearing on this budget and the proposed secondary tax levy, the Council will be asked to approve this budget as the final budget for the City of Show Low for the fiscal year ending June 30, 2024. Approval of the secondary tax levy will be considered at the July 18, 2023, meeting.

Attachments:  
Resolution No. R2023-14

**CITY OF SHOW LOW RESOLUTION NO. R2023-14**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY  
OF SHOW LOW, ARIZONA, ADOPTING THE FINAL BUDGET IN  
THE AMOUNT OF \$135,198,892 FOR THE FISCAL YEAR  
BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024**

**RECITALS:**

**WHEREAS**, in accordance with the provisions of Arizona Revised Statutes §42-17101 et. seq., the Council of the City of Show Low (the "City Council") did, on June 6, 2023, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Show Low, Arizona; and

**WHEREAS**, publication has been duly made as required by law of said estimates, together with a notice that the City Council would meet on June 20, 2023, at the office of the City Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and,

**WHEREAS**, in accordance with state law and following due public notice, the City Council met on June 20, 2023, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses of tax levies.

**ENACTMENTS:**

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

That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the budget of the City of Show Low, Arizona, for the fiscal year July 1, 2023, through June 30, 2024.

**PASSED AND ADOPTED** this 20th day of June, 2023, by the Mayor and Council of the City of Show Low, Arizona.

---

John Leech Jr., Mayor

ATTEST:

---

Kathy Clements, Assistant City Clerk

APPROVED AS TO FORM:

---

Anna Atencio, City Attorney