

SHOW LOW CITY COUNCIL
REGULAR MEETING - TUESDAY, JULY 16, 2024

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, July 16, 2024, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

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

5. **CALL TO THE PUBLIC:**

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

6. **CONSENT CALENDAR:**

- A. Consideration of Acceptance of Nikolaus Park East Mills Parking Lot Improvements, City of Show Low Project No. R-2324 (Shane Hemesath)
- B. Consideration of Acceptance of City Park Regional Detention, City of Show Low Project No. FM-1323 (Shane Hemesath)
- C. Consideration of Acceptance of 2024 Slurry Seal Project, City of Show Low Project No. R-7924 (Shane Hemesath)
- D. Consideration of Resolution No. R2024-24 Approving Intergovernmental Agreement with Navajo County and Accepting Edward G. Byrne Memorial Justice Assistance Grant Funds and Arizona Local Border Security Funding (Brad Provost)
- E. Consideration of Resolution No. R2024-25 Adopting the Navajo County Multi-Jurisdictional Hazard Mitigation Plan 2024 (Bill Kopp)
- F. Consideration of Rescinding Ordinance No. 2024-04 and Adopting Ordinance No. 2024-07 Decreasing the Corporate Limits of City of Show Low, Navajo County, State of Arizona, by Deannexing 70.16 Acres, Contingent on Annexation by Town of Pinetop-Lakeside (Anna Atencio)

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

1. Special Meeting of June 18, 2024
2. Regular Meeting of June 18, 2024

7. **NEW BUSINESS:**

- A. **PUBLIC HEARING** and Consideration of Application Submitted by Miguel Moreno for #12, Restaurant, Liquor License on Behalf of El Azteca for its Location at 4817 South White Mountain Road, Show Low, Arizona (Rachael Hall)
- B. **PUBLIC HEARING** and Consideration of Ordinance No. 2024-08 Amending Zoning Ordinance of the City, Changing Zoning of Property Described as A.P.N. 210-33-040C from AR-43 (Agricultural-Residential 43,000 Square Feet) Zoning to C-2 (General Commercial) (Justen Tregaskes)
- C. Consideration of Commercial Hangar Lease and Operating Agreement with Aero Products Component Services, Inc. at Show Low Regional Airport (Jacob Allen)
- D. Consideration of Resolution No. R2024-23 Establishing Street Light Improvement District Secondary Property Tax Levy for Fiscal Year 2025 at \$225,000.00 (Justin Johnson)

8. **SUMMARY OF CURRENT EVENTS:**

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

9. **SCHEDULE OF MEETINGS:**

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

10. **EXECUTIVE SESSION**

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

- C. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law. Pursuant to A.R.S. Section 38-431.03(A)(2)

1. Executive Session Minutes of March 5, 2024
2. Executive Session Minutes of March 19, 2024
3. Executive Session Minutes of April 2, 2024
4. Executive Session Minutes of April 16, 2024
5. Executive Session Minutes of May 21, 2024
6. Executive Session Minutes of June 4, 2024
7. Executive Session Minutes of June 18, 2024

11. POST EXECUTIVE SESSION

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

1. Consideration of Approval of Opioid Settlement Agreement.

12. ADJOURNMENT:

SCHEDULED MEETINGS/EVENTS:

07/16/2024	7:00 P.M.	CITY COUNCIL REGULAR MEETING
07/23/2024	7:00 P.M.	P&Z COMMISSION REGULAR MEETING

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

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

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

Kathy Clements, Assistant City Clerk

I, Kathy Clements, do hereby certify that the foregoing notice was posted on July 12, 2024.

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of Nikolaus Park East Mills Parking Lot Improvements, City of Show Low Project No. R-2324 (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the East Mills Parking Lot Improvements, City of Show Low Project No. R-2324, with a final cost of \$379,606.24, release the retainage, and initiate the two-year warranty period.

BACKGROUND

On February 6, 2024, the Show Low City Council awarded a construction contract to Western Grade LLC for an amount not to exceed \$401,628.90 for the Nikolaus Park East Mills Parking Lot Improvements. This new parking project is located near the intersection of East Mills and East Owens and also provides a pedestrian crossing at Whipple Wash for pedestrian access to the park. The scope of work included installing asphalt over the existing base material as well as conduit for future lighting and landscaping improvements. Drainage improvements were installed to provide a crossing for Whipple Wash.

The East Mills Parking Lot Improvements have been completed for a final project cost of \$379,606.24.

Staff recommends accepting the East Mills Parking Lot Improvements, City of Show Low Project No. R-2324, with a final cost of \$379,606.24, releasing the retainage and initiating the two-year warranty period.

ATTACHMENTS

None

FISCAL IMPACT

Final cost: \$379,606.24

Funding source (account no.): \$321,628.90 - Nikolaus Park Phase III (11-445-495-7310-2441/4452441), \$80,000.00 - Nikolaus Park Bridge (11-445-495-7310-2312/4452312)

MTG DATE: 7/16/2024
ITEM: 6.B

City of Show Low STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Acceptance of City Park Regional Detention, City of Show Low Project No. FM-1323 (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the City Park Regional Detention Project, City of Show Low Project No. FM-1323, with a final cost of \$167,295.28, release the retainage, and initiate the two-year warranty period.

BACKGROUND

On January 16th, 2024, the City Council approved a construction contract with BW Construction for a total cost of \$172,094.60 for the City Park Regional Detention Project. The City accepted \$140,000.00 from the Navajo County Flood Control District to help construct a regional detention basin located at City Park. The scope of the work included excavating approximately 70,000 cubic feet of material to establish the regional detention basin, installing outlet structure and piping, a new pedestrian bridge for the walking path, water and sewer service relocation, and seeding.

The detention basin and all aspects of the work are complete for a final cost of \$167,295.28.

Staff recommends accepting the City Park Regional Detention Project, City of Show Low Project No. FM-1323, with a final cost of \$167,295.28, releasing the retainage, and initiating the two-year warranty period.

ATTACHMENTS

None

FISCAL IMPACT

Final cost: \$167,295.28

Funding source (account no.): City Park Streets & Trails Makeover Regional Detention Basin (11-445-495-7310-2002/4452002)

MTG DATE: 7/16/2024
ITEM: 6.C

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Acceptance of 2024 Slurry Seal Project, City of Show Low Project No. R-7924 (Shane Hemesath)

RECOMMENDATION

I **MOVE** to accept the 2024 Slurry Seal Project, City of Show Low Project No. R-7924, with a final cost of \$468,943.74, release the retainage, and initiate the two-year warranty period.

BACKGROUND

The 2024 Capital Improvement Plan included funding for the 2024 annual slurry seal project as part of the City's pavement preservation plan. The scope of the work included furnishing all labor, equipment, and materials required to place approximately 276,000 square yards of type II polymer-modified asphalt slurry seal on selected City streets and replacing the pavement markings for the roadways after the slurry seal placement.

Following a public bidding process, on May 7, 2024, the City Council awarded a construction contract to American Pavement Preservation in an amount not to exceed \$493,052.00. The slurry seal and pavement markings project has been completed for a final cost of \$468,943.74.

Staff recommends accepting the 2024 Slurry Seal Project, City of Show Low Project No. R-7924, releasing the retainage, and initiating the two-year warranty period.

ATTACHMENTS

None

FISCAL IMPACT

Final cost: \$468,943.74

Funding source (account no.): 12-500-495-7300-5791

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2024-24 Approving Intergovernmental Agreement with Navajo County and Accepting Edward G. Byrne Memorial Justice Assistance Grant Funds and Arizona Local Border Security Funding (Brad Provost)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2024-24 approving an Intergovernmental Agreement with Navajo County, accepting pass-through funding from Navajo County from the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant “Byrne Grant” and Arizona Local Border Security Funding in the amount of 75% of each participating officer's salary, including employee-related expenses, and authorize the Mayor to sign the Intergovernmental Agreement.

BACKGROUND

Show Low Police Department is eligible to receive 75% of officer salaries, including employee-related expenses, from Navajo County to help fund Show Low's two police officer positions with the Navajo County Major Crimes Apprehension Team (MCAT).

Navajo County Sheriff's Office is the grant manager for the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement (known as the Byrne Grant) and the Arizona Local Border Security Funding. The money from these funding sources is being shared with Show Low, Pinetop-Lakeside, and Winslow on a pass-through basis pursuant to the terms and conditions of the grant.

While Navajo County manages MCAT's fiscal oversight and these grants, Show Low (and other agencies with an officer assigned to MCAT) will directly benefit from this award. Staff recommends adopting Resolution No. R2024-24 approving the Intergovernmental Agreement with Navajo County, accepting pass-through funding from these grants, and authorizing the Mayor to sign the Intergovernmental Agreement.

ATTACHMENTS

1. Resolution No. R2024-24
2. NCSO IGA Cities FY24-25
3. Local Border Support Agreement
4. FY 2025 Drug Program Grant A

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2024-24

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SHOW LOW, ARIZONA, APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH NAVAJO COUNTY AND ACCEPTING EDWARD
G. BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS**

RECITALS:

WHEREAS, the Navajo County Sheriff's Office and the City of Show Low are members of the Navajo County Major Crimes Apprehension Team (MCAT), a multi-agency, multi-jurisdictional task force that is dedicated to investigating the sale of illegal drugs within Navajo County; and

WHEREAS, the City shares concern over the enforcement of the Arizona laws relating to illegal drugs, gangs, and violent crimes; and

WHEREAS, the MCAT Team Members (County and City) are desirous of establishing a cooperative effort to further the enforcement of the Laws of the State of Arizona; and

WHEREAS, the Navajo County Sheriff's Office is the grant manager for the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement (hereafter, "Byrne Grant") and Arizona Local Border Security Funding (LBS); and

WHEREAS, the County has received Byrne Grant funding and/or LBS that it desires to share with the City on a pass-through basis, pursuant to the terms and conditions of the grant; and

WHEREAS, the City desires to receive the aforementioned Byrne Grant funding and/or LBS in order to enable its participation with the MCAT team and is willing to comply with all terms and conditions of the grant.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, approve an intergovernmental agreement with Navajo County and accept the pass-through funding from Navajo County from the Criminal Justice Commission's Byrne Grant and/or LBS.

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

PASSED AND ADOPTED this 16th day of July 2024, by the Mayor and Council of the City of Show Low, Arizona.

John Leech Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAVAJO
COUNTY SHERIFF’S OFFICE, AND THE CITIES OF WINSLOW AND
SHOW LOW REGARDING BYRNE GRANT FUNDING FOR FISCAL
YEAR 2024-2025

This agreement is entered into this 1st day of July, 2024, by and between the Navajo County Sheriff’s Office (hereafter “County”), the cities of Winslow, and Show Low. (hereafter “municipalities”).

WHEREAS, the Navajo County Sheriff’s Office and the above-named municipalities are members of the Navajo County Major Crimes Apprehension Team (MCAT), a multi-agency, multi-jurisdictional task force that is dedicated to the investigation of the sale of illegal drugs within Navajo County; and

WHEREAS, the Navajo County Sheriff’s Office is the grant manager for the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement (hereafter, “Byrne Grant”) and Arizona Local Border Security Funding (hereafter, “LBS”; and

WHEREAS, the County has received Byrne Grant Funding and/or LBS that it desires share with the above-named municipalities on a “pass-through basis,” pursuant to the terms and conditions of the grant, and

WHEREAS, the above-named municipalities desire to receive the aforementioned Byrne Grant funding and/or LBS in order to enable their participation with the MCAT team and are willing to comply with all terms and conditions of the grant, and

WHEREAS, the County and municipalities share mutual responsibilities for enforcing the laws of the State of Arizona within Navajo County; and

WHEREAS, the MCAT members share concern over the enforcement of the Arizona State laws relating to illegal drugs, gangs and violent crimes; and

WHEREAS, the Team members (County and Municipalities) are desirous of establishing a cooperative effort to further the enforcement of the Laws of the State of Arizona;

NOW THEREFORE, the parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to enhance the efforts of the members to enforce the laws of the State of Arizona, and specifically and especially the laws of the State of Arizona relating to illegal drugs, gangs and violent crimes. The municipalities agree that grant funds will be used to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate and/or punish drug, gang, and related criminal offenders.

II. PERIOD OF AGREEMENT

This Agreement will commence on July 1, 2024 and terminate on June 30, 2025.

III. AMOUNTS AWARDED TO MUNICIPALITIES

The Cities of Winslow, Show Low and the Town of Pinetop Lakeside are hereby allotted 75% of the salary and ERE for each detective assigned to MCAT.

Each municipality hereby agrees to be responsible for the supervision, training, salary, benefits and all other responsibilities and duties relating to the employment of their respective detectives that are assigned to the Major Crimes Apprehension Team.

IV.) REIMBURSEMENT OF MUNICIPALITY COSTS

Each municipality must provide a quarterly invoice for salary and benefits per officer with backup documentation which shall include a salary and benefits register with signed timesheets.

V.) COMPLIANCE WITH TERMS/CONDITIONS OF MASTER GRANT AGREEMENT

Each municipality receiving grant funding per this Agreement hereby agrees to comply with each and every provision of the “Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement,” between County and the Arizona Criminal Justice Commission and Arizona Local Border Security Funding, which is attached hereto and incorporated herein as “Exhibit 1 and Exhibit 2.” Each municipality receiving pass-through funding per this agreement understands it is bound to all terms of the grant agreement to the same extent of as Navajo County, and further agrees to furnish to County proof of its compliance with all grant terms/conditions.

VI. INSURANCE

Each municipality agrees to carry insurance in the minimum amounts set forth in “Exhibit A.” to the master grant agreement.

VII. INDEMINIFICATION

To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless every other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (collectively, “Claims”) arising out bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. Each party’s obligation of indemnification shall survive the termination of this agreement. Each party shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, and workers’ compensation claims for its employees.

VII. CONDITIONS PRECEDENT

This agreement shall be conditioned on the governing body of each of the agencies involved in approving this agreement. If any governing body does not approve this agreement, the agreement shall take effect as to those agencies or political subdivisions which do approve the agreement and not as to those which do not.

VIII. INTEGRATION

This agreement constitutes the entire agreement between the parties, and any prior or contemporaneous written or oral agreements relating to an additional law enforcement officer are superseded by this agreement.

IX. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

X. NON-DISCRIMINATION

All parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

XI. APPLICABLE LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona

XII. ARBITRATION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 and 12-133 except as may be required by other applicable statutes.

DATED this _____ day of _____, 2024, by:

Authorized agent, City of Winslow

Authorized agent, Winslow Police Department

Authorized agent, City of Show Low

Authorized agent, Show Low Police Department

Authorized agent, Town of Pinetop Lakeside

Authorized agent, Pinetop Lakeside Police Department

Authorized agent, Navajo County Sheriff

Dated: _____

Pursuant to A.R.S. § 11-952(D), I certify that the foregoing agreement has been reviewed, is in proper form, and is within the powers and authority granted to the entity to which I provide legal representation.

BRAD W. CARLYON
Navajo County Attorney

By: Bradley W. Carlyon, County Attorney

AGREEMENT REGARDING LOCAL BORDER SUPPORT

This Agreement is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and Navajo County ("County"). The County will perform some of its roles in this Agreement through the Navajo County Sheriff's Office ("NCSO").

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within Navajo County, through the cooperative efforts of DPS and the NCSO – Local Border Support, hereinafter referred to as "LBS."

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions.

I. PARTICIPATION

Utilizing Local Border Support ("LBS") funds, DPS agrees to fund, as further described in Section II, personnel, capital equipment, and non-capital equipment expenses.

II. DISBURSEMENT

DPS agrees to disburse LBS funding for equipment as requested in the Local Border Support application at a total of \$999,971. The award shall include funding in the amount of \$899,971 for personnel expenses for the MCAT task force and \$100,000 for the operational and maintenance costs of its Aviation unit.

III. IMMIGRATION

Both parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NON-DISCRIMINATION

Both parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

V. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees, hereinafter collectively referred to as "claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

VI. RECORDKEEPING

All records regarding the Agreement, including the deputies' time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

VII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

VIII. JURISDICTION

County agrees to permit its deputies to work outside of their regular jurisdictional boundaries.

IX. ARBITRATION

In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

X. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XI. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on July 1, 2023 and shall remain in effect until June 30, 2025. All equipment must be received and fully paid for by June 30, 2025. Any funds unexpended will be deobligated and returned to DPS.

XII. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XIII. CANCELLATION

This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

XIV. TERMINATION

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property purchased by a party pursuant to that party's respective duties pursuant to this Agreement shall be returned to the purchasing party upon termination of this Agreement for any reason.

Any notice required to be given under the Agreement will be provided by mail to:

Philip L. Case, Budget Officer
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638

Sheriff David Clouse
Navajo County Sheriff's Office
P.O. Box 668
Holbrook, AZ 86025

XV. VALIDITY

This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provision shall not be affected.

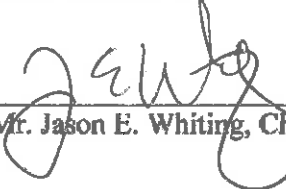
The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: _____
Jeffrey D. Glover, Director
Arizona Department of Public Safety

DATE: _____

NAVAJO COUNTY

BY:  _____
Mr. Jason E. Whiting, Chair

DATE: 3/24/2024

ATTEST: _____

Ms. Melissa W. Buckley, Clerk of the Board

DATE: 3/24/2024

APPROVED:

BY:  _____
David Clouse, Sheriff

DATE: 3/19/2024



Arizona Criminal Justice Commission

May 29, 2024

Chairperson

DAVID K. BYERS, Director
Administrative Office of the Courts

Vice-Chairperson

STEVE STAHL
Law Enforcement Leader

JEAN BISHOP
Mohave County Supervisor

MICHELLE H. BURNS
Former Judge

BRADLEY W. CARLYON
Navajo County Attorney

LAURA CONOVER
Pima County Attorney

JEFF GLOVER, Director
Department of Public Safety

KRIS MAYES
Attorney General

MINA MENDEZ, Chairperson
Board of Executive Clemency

RACHEL MITCHELL
Maricopa County Attorney

CHRIS NANOS
Pima County Sheriff

RUSS SKINNER
Maricopa County Sheriff

KARA RILEY
Oro Valley Chief of Police

DAVID SANDERS
Pima County Chief Probation Officer

ROBERT L. SPIVEY
St. Johns Chief of Police

RYAN THORNELL, Director
Department of Corrections,
Rehabilitation, and Reentry

VACANT
County Sheriff

VACANT
Chief of Police

VACANT
Mayor

Executive Director
Andrew T. LeFevre

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

Attn: David M. Clouse, Sheriff
Navajo County Sheriff's Office
PO Box 668
Holbrook, AZ 86025

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY 2025 Award, DC-25-008

Dear David M. Clouse,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY 2025 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://grantsportal.azcjc.gov/>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/>.

Office of Civil Rights Requirements: Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office of Civil Rights, Office of Justice Programs. Link to helpful EEOC information: <https://www.ojp.gov/program/civil-rights-office/home>.

If you have any questions, please contact Siyeni Yitbarek at syitbarek@azcjc.gov or 602.364.1163. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Deputy Director
Drug, Gang, and Violent Crime Control Program



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-25-008
Assistance Listings Number (ALN) Number 16.738

The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: Navajo County Sheriff's Office
Grantee's UEI Number: FH3HTA8K5456
Grantee Period of Performance Start and End Date: 07/01/2024 to 06/30/2025
Amount of Federal Funds Obligated by this Agreement: \$106,094.37
Total Amount of Federal Funds Obligated to the Grantee: \$106,094.37
Indirect Cost Rate used by the Grantee under this Agreement: 0.0%
ALN Number and Name: 16.738 - Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: \$4,183,559.00
Federal Award Identification Number (FAIN): 15PBJA-22-GG-00662-JAGX
Federal Award Date: 09/13/2021

Federal Award Project Description:

In general, JAG funds awarded to a state under this FY2025 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007
Identification of Whether the Award is Research and Development: No
Indirect Cost Rate for the Federal Award: 0.0%

This Grant Agreement is made this 29th day of May, 2024 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and NAVAJO, through NAVAJO COUNTY SHERIFF'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2024 and terminate on June 30, 2025. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W Washington St., Ste 230
Phoenix, Arizona 85007

Attn: Program Manager

B. If to the GRANTEE:

Navajo County Sheriff's Office
PO Box 668
Holbrook, AZ 86025

Attn: Sheriff, David M. Clouse

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET

PERSONAL SERVICES	
Salaries	\$108,249.23
Fringe Benefits*	\$20,642.86
OVERTIME	
Wages	\$0.00
Fringe Benefits*	\$0.00
PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES	
Wages	\$62,244.00
Fringe Benefits*	\$55,595.00
TRAVEL EXPENSES	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
EQUIPMENT	
Capital	\$0.00
Non-Capital	\$0.00
OPERATING EXPENSES	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Confidential Funds	\$0.00
Additional Expenses	\$0.00
TOTAL BUDGET	\$246,731.09

POSITIONS FUNDED: Sergeant (1.34)

EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$106,094.37 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$78,953.94 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$61,682.78.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment request (GAR) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program **Link:** [e-CFR Navigation Aid](http://www.ecfr.gov/cgi-bin/ECFR?page=browse) at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. **Link:** [OJP Financial Guide](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. **Link:** [Audit Requirements for OJP Awards](https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf) at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** [2 C.F.R Part 200 for OJP Awards](https://ojp.gov/funding/Part200UniformRequirements.htm) at <https://ojp.gov/funding/Part200UniformRequirements.htm> .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the [Consolidated Appropriations Act, 2018](https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm) at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **Link:** [System for Award Management](https://www.sam.gov/SAM/) at <https://www.sam.gov/SAM/> .

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. **Link:** [OJP Training Guide Principles for Grantees and Subgrantees](https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees) at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 15PBJA-22-GG-00662-JAGX awarded by the Department of Justice, Office of Justice Programs, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE shall comply with all federal, state, and local laws, rules, policies, or executive orders to prohibit discrimination.

54. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

55. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: **Link:** [Limited English Proficiency A Federal Interagency Website](http://www.LEP.gov) at <http://www.LEP.gov>.

56. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations"(the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. **Link:** <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>.

57. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

58. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

59. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

60. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

61. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. **Link:** <https://www.azcjc.gov/Grants/Civil-Rights-Compliance>.

62. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

63. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. **Link:** <http://niem.github.io/reference/specifications/>.

64. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

65. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

66. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

67. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

68. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

69. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

70. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

71. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

72. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

73. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

74. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

75. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

76. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

77. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

78. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

79. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

80. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

81. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

82. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

83. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

ACJC Grant Number DC-25-008

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.

2. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents must be submitted through the GRANTEE's Grants Portal "Attachment" section.

a. ACJC Subgrantee Self-Assessment Questionnaire can be completed in Grants portal at:

<https://grantsportal.azcjc.gov/>

b. Benchmark Worksheet can be submitted through Grants Portal at: <https://grantsportal.azcjc.gov/>

c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC program income worksheet on Grants Portal under Manage Personnel.

Before the COMMISSION may transmit Federal funds from FY 2022 Byrne/JAG grant the GRANTEE is required to submit the properly executed certification and assurance by the Chief Executive of the Applicant Government.

d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at:

<https://bja.ojp.gov/doc/fy-22-local-jag-ce-certification.pdf>

3. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

4. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

5. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.

6. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.

7. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

8. GRANTEE agrees to comply with the Government Performance and Results Act (Pub. L. No. 103-62) and the GRPA Modernization Act of 2010 (Pub. L. No. 111-352). Performance for current year award is measured by: 1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average

SPECIAL CONDITION(S) (Continued):

number of days to process a sample at the beginning of a grant period versus the average number of days to process a sample at the end of the grant period; 2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the award period versus the number of backlogged forensic cases at the end of the award period), if applicable to the grant; and 3) number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with current year Coverdell funds, if applicable to the award. GRANTEE is required to collect and report data relevant to these measures.

9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported on the monthly financial report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.

10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpsso.ojp.gov/>) and ACJC Reporting tool website (<https://acjcreporting.azcjc.gov/>). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

15. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

SPECIAL CONDITION(S) (Continued):

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at

www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlogreduction-program.aspx.

19. Unreasonable restrictions on competition und the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any award.

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition and forbidding practices 'restrictive of competition,' such as '[p]lacing unreasonable requirements on firms in order for them to qualify to do business' and taking '[a]ny arbitrary action in the procurement process') -no the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a 200.319(a) or as specifically authorized by USDOJ.

2. Rules of construction

a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at the present) by or on behalf of the federal government- as an employee, contractor or subcontractor (at any tier), grant recipient or- subgrantee (at any tier), agent, or otherwise- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in future.

b. Nothing in this condition shall be understood to authorize or require any grantee, any subgrantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

20. GRANTEE must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

21. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18

SPECIAL CONDITION(S) (Continued):

U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

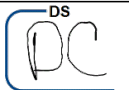
22. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

23. Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

24. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

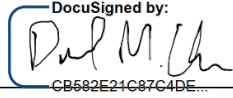
25. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

26. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Authorized Official Initials: 

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

DocuSigned by:

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6/12/2024

Authorized Signatory

Date

David Clouse

Sheriff

Printed Name & Title

Additional signature(s) if required by political subdivision

Date

Printed Name & Title

ATTEST:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement:

DocuSigned by:

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6/10/2024

Legal Counsel for GRANTEE

Date

Brad Carlyon

Navajo County Attorney

Printed Name & Title

Statutory or other legal authority to enter into Agreement:

11-441

Appropriate A.R.S., Ordinance, or Charter Reference

FOR CRIMINAL JUSTICE COMMISSION:

DocuSigned by:

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6/18/2024

Andrew T. LeFevre, Executive Director
 Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

INSURANCE REQUIREMENTS EXHIBIT "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor 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, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

Exhibit "A" Page 2

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies 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. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

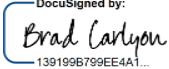
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Source Envelope:		
Document Pages: 23	Signatures: 3	Envelope Originator:
Certificate Pages: 5	Initials: 1	Rhaja Beck
AutoNav: Enabled		rbeck@azcjc.gov
Envelopeld Stamping: Enabled		IP Address: 174.73.129.85
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Record Tracking

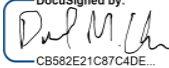
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Signer Events	Signature	Timestamp
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bradley.carlyon@navajocountyaz.gov		Viewed: 6/10/2024 8:32:09 AM
Navajo County Attorney		Signed: 6/10/2024 8:34:02 AM
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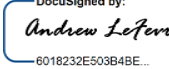
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david.clouse@navajocountyaz.gov		Viewed: 6/12/2024 9:57:44 AM
Sheriff		Signed: 6/12/2024 9:58:20 AM
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Andrew LeFevre	DocuSigned by:  6018232E503B4BE...	Sent: 6/12/2024 9:58:21 AM
alefevre@azcjc.gov		Viewed: 6/18/2024 10:56:54 AM
Director		Signed: 6/18/2024 10:59:05 AM
Carahsoft OBO Arizona Criminal Justice Commission	Signature Adoption: Pre-selected Style Using IP Address: 159.87.74.2	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Company Name: Arizona Criminal Justice Commission

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Notary Events	Signature	Timestamp
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Envelope Updated	Security Checked	6/3/2024 10:26:14 AM
Certified Delivered	Security Checked	6/18/2024 10:56:54 AM
Signing Complete	Security Checked	6/18/2024 10:59:05 AM
Completed	Security Checked	6/18/2024 10:59:06 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Arizona Criminal Justice Commission:

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

To contact us by email send messages to: alefevre@azcjc.gov

To advise Arizona Criminal Justice Commission of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Arizona Criminal Justice Commission

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

To withdraw your consent with Arizona Criminal Justice Commission

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

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

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2024-25 Adopting the Navajo County Multi-Jurisdictional Hazard Mitigation Plan 2024 (Bill Kopp)

RECOMMENDATION

I **MOVE** to approve Resolution No. R2024-25 adopting the Navajo County Multi-Jurisdictional Hazard Mitigation Plan 2024.

BACKGROUND

Emergency management across all jurisdictions in Navajo County is coordinated by the Navajo County Emergency and Preparedness Department. In November 2022, the County organized the Navajo County Multi-Jurisdictional Planning Team to prepare the update to the Navajo County Multi-Jurisdictional Mitigation Plan.

The plan is a requirement of the Disaster Mitigation Act of 2000, a federal law that provides the legal basis for the Federal Emergency Management Agency's (FEMA) mitigation planning for state, local, and tribal governments. A government agency must have a plan in place to be eligible to apply for federal mitigation grant funding. The plan needs to be updated every five years. The last update was approved by Show Low City Council on October 3, 2017.

In the past five years, Show Low's participation in the plan has resulted in several grant awards, including emergency generators for City wells, the Savage Sewer Replacement project, and Firewise Grants. The total funds received by the City from these grants were \$1,383,000.00. There are additional approved grants in the amount of \$2,044,00.00 for Savage Sewer Replacement Phase 2 and Sewer Lift Station Generators awaiting funding.

The 2024 version updates demographic information, mitigation strategies, hazard profiles, and project lists. The plan also addresses new components added since the last version. The plan was submitted to FEMA in July 2024. FEMA requires approval by resolution from each of the participating agencies. An electronic draft of the 2024 plan is available for review at Show Low City Hall.

Once all the respective governing bodies within the County have approved the plan, it will be submitted to the Arizona Division of Emergency Management and FEMA for final approval. A link to the 2024 plan will be added to the City's website.

ATTACHMENTS

1. Resolution No. R2024-25

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2024-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, ADOPTING THE NAVAJO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE 2024

RECITALS:

WHEREAS, Navajo County and the municipalities within the county worked cooperatively in 2011 to develop the Navajo County Multi-Jurisdictional Mitigation Plan ("Plan") to meet the requirements of the federal Disaster Mitigation Act of 2000; and

WHEREAS, the primary purpose of the Plan was to identify hazards that affect the City of Show Low, assess the vulnerability and risk posed by those hazards to community-wide human and structural assets, develop strategies for mitigation of those identified hazards, present future maintenance procedures for the Plan, and document the planning process; and

WHEREAS, the Plan was drafted pursuant to federal requirements based on research and work done by Navajo County in association with the Navajo County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community; and

WHEREAS, on June 19, 2012, the Show Low City Council adopted Resolution No. R2012-22 to adopt the 2011 Navajo County Multi-Jurisdictional Mitigation Plan; and

WHEREAS, on October 3, 2017, the Show Low City Council adopted Resolution No. R2017-13 to adopt the Navajo County Multi-Jurisdictional Hazard Mitigation Plan Update 2017.

WHEREAS, Navajo County initiated another update on November 3, 2022, by meeting with the participating municipalities to review the Multi-Jurisdictional Hazard Mitigation Plan Update 2017 and draft an update; and

WHEREAS, the 2024 update of the Plan has been completed and now requires the approval of the Show Low City Council; and

WHEREAS, upon approval of the Navajo County Multi-Jurisdictional Hazard Mitigation Plan 2024 and approval from the Arizona Division of Emergency Management and the Federal Emergency Management Agency, the City of Show Low will be eligible to apply for federal mitigation grant funding.

ENACTMENT:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby adopt and approve the Navajo County Multi-Jurisdictional Mitigation Plan 2024.

PASSED AND ADOPTED this 16th day of July, 2024, by the Mayor and Council of the City of Show Low, Arizona.

John Leech Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Rescinding Ordinance No. 2024-04 and Adopting Ordinance No. 2024-07 Decreasing the Corporate Limits of City of Show Low, Navajo County, State of Arizona, by Deannexing 70.16 Acres, Contingent on Annexation by Town of Pinetop-Lakeside (Anna Atencio)

RECOMMENDATION

By unanimous consent, read Ordinance No. 2024-07 by title only since all Council members have a copy.

I **MOVE** to adopt Ordinance No. 2024-07.

BACKGROUND

The Arizona Legislature has provided a procedure for the deannexation of land from one municipality, allowing the annexation to another incorporated city or town. The procedure is outlined in Arizona Revised Statutes 9-471.02.

Show Low Lake, LLC approached the City about an annexation and deannexation of land with the Town of Pinetop-Lakeside in furtherance of their development around Show Low Lake. The agreement includes the Town of Pinetop-Lakeside deannexing property within their Town limits and the City of Show Low annexing said property, and Show Low deannexing property within the City limits and Pinetop-Lakeside annexing said property.

The annexation of land by the City of Show Low from the Town of Pinetop-Lakeside is complete.

On April 16, 2024, Ordinance 2024-04 was brought before the City Council for the deannexation of 62.4 acres of forest service property within Show Low City limits to allow the Town of Pinetop-Lakeside to annex that property. Ordinance 2024-04 consisted of two parcels. The City Council adopted Ordinance 2024-04. A third parcel owned by Show Low Lake LLC should have been included in Ordinance 2024-04 for approximately 70.16 acres. Ordinance 2024-07 before City Council will correct the number of parcels contained in Ordinance 2024-04. Adoption of Ordinance 2024-07 will rescind Ordinance 2024-04.

In the upcoming month, the Town Council of Pinetop-Lakeside will be presented an Ordinance to approve the annexation of the 70.16 acres.

The Ordinances from the Town of Pinetop-Lakeside and the City of Show Low will be sent to Navajo County for action by the Board of Supervisors. This action will be considered final following approval by the Board of Supervisors. The subject property would then be incorporated into the Town of Pinetop-Lakeside.

Staff recommends the adoption of Ordinance 2024-07.

ATTACHMENTS

1. Ordinance No. 2024-07
2. Aerial Map of Deannexation Area

FISCAL IMPACT

N/A

CITY OF SHOW LOW ORDINANCE NO. 2024-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, DECREASING THE CORPORATE LIMITS OF THE CITY OF SHOW LOW, NAVAJO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY DEANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN OF PINETOP-LAKESIDE LIMITS CONTINGENT UPON ANNEXATION 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

WHEREAS, A.R.S. §9-471.02 provides a method for deannexation of land from one municipality and the annexation to another municipality; and

WHEREAS, the Town of Pinetop-Lakeside has requested that the City of Show Low deannex and sever territory from its corporate limits and has notified the City of Show Low of its desire to adopt an ordinance to annex the territory; and

WHEREAS, it is the desire of the City of Show Low to deannex territory now within the corporate limits of the City of Show Low contiguous to the Town of Pinetop-Lakeside pursuant to A.R.S. §9-471.02; and

WHEREAS, the territory proposed to be annexed into the Town of Pinetop-Lakeside is contiguous to the corporate limits of the Town of Pinetop-Lakeside; and

WHEREAS, Ordinance 2024-04, adopted on April 16, 2024, did not include all three parcels intended to be deannexed.

ENACTMENTS:

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

Section 1

Pursuant to the provisions of A.R.S. §9-471.02 and contingent upon the approval of the Navajo County Board of Supervisors, the territory legally described and depicted in accurate maps attached hereto as Exhibit A in this Ordinance is deannexed from the City of Show Low contingent upon its being annexed by the Town of Pinetop-Lakeside and fulfillment of the provisions and requirements set forth in A.R.S. §9-471.02.

Section 2

A copy of this Ordinance, together with an accurate map of the territory deannexed by the City of Show Low, certified by the Mayor of the City of Show Low, shall be sent to the Clerk of the Navajo County Board of Supervisors.

Section 3

The City of Show Low staff is hereby authorized and directed to notify the owners of any real property in the territory to be deannexed pursuant to the provisions and requirements set forth in A.R.S. §9-471.02.

Section 4

A copy of this Ordinance, together with an accurate map of the territory deannexed by the City of Show Low, certified by the Mayor of the City of Show Low, together with documentation of approval by the Navajo County Board of Supervisors shall be filed and recorded in the Office of the County Recorder of Navajo County, Arizona.

Section 5

All ordinances, including Ordinance No. 2024-04, and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 6

If any section, subsection, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Show Low, Arizona, this 16th day of July, 2024.

John Leech, Jr., Mayor

ATTEST:

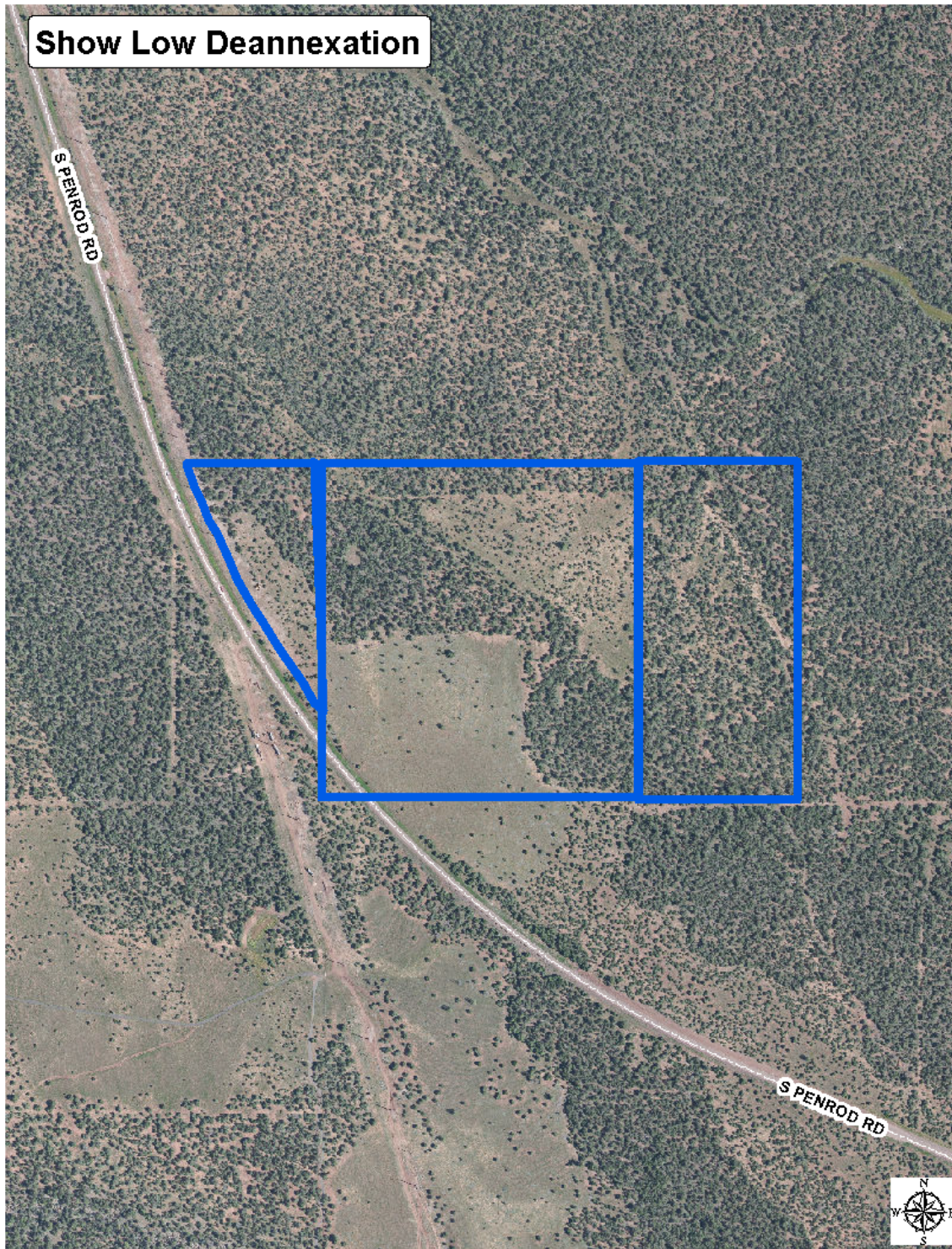
Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

Exhibit A

Map and Legal Description of Territory to be Deannexed



LEGAL DESCRIPTION
±70.16 ACRES

A portion of Sections 2 and 3, Township 9 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, more particularly described as follows:

PARCEL I:

All that portion of the West-half of the Southwest-quarter of the Southwest-quarter of said Section 2.

Containing 20 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.

PARCEL II:

All that portion of U.S.F.S. Lot 12, as shown on survey Recording Fee #2010-04390, Records of Navajo County, being the Southeast-quarter of the Southeast-quarter of said Section 3, more particularly described as follows:

BEGINNING at the East 1/16 corner of said Section 3, said corner also being the Southwest corner of said Lot 12;

Thence South 89°38'39" East, along the South line of said Lot 12, a distance of 1333.20 feet to the Southeast corner of said Section 3;

Thence North 02°15'44" West, along the East line of said Section 3, a distance of 1396.40 feet to the South 1/16 corner;

Thence South 89°33'17" West, along the North line of said Lot 12, a distance of 1332.02 feet to the Southeast 1/16 corner;

Thence South 02°14'36" East, along the West line of said Lot 12, a distance of 1377.73 feet to **THE POINT OF BEGINNING**;

Containing 42.40 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.

PARCEL III

All that portion of the Southwest-quarter of the Southeast-quarter of Section 3, Township 9 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, lying East of Penrod Road, more particularly described as follows:

COMMENCING at the South 1/4 corner of said section, said corner also being the Southwest corner of Lot 11, as shown in survey recorded in Fee#2010-4390, Records of Navajo County;

Thence South 89°38'21" East, along the South line of said Lot 11, a distance of 1333.24 feet to the E1/16 corner of said section;

Thence North 02°14'36" West, along the East line of said Lot 11, a distance of 138.31 feet to a point lying on the West right-of-way of Penrod Road;

Thence continuing North $02^{\circ}14'36''$ West, along said East line, a distance of 169.16 feet to a point lying on the East right-of-way of Penrod Road, and **THE POINT OF BEGINNING**;

Thence continuing North $02^{\circ}14'36''$ West, along said East line, a distance of 1070.26 feet to the Northeast corner of said Lot 11;

Thence South $89^{\circ}33'17''$ West, along the North line of said Lot 11, a distance of 567.64 feet to a point lying on said East right-of-way of Penrod Road, said point also lying on a non-tangent curve to the left, having a radius of 4500.29 feet;

Thence 1230.94 feet, along said curve to the left, having a central angle of $15^{\circ}40'18''$, and a chord bearing South $29^{\circ}46'57''$ East, 1227.11 feet to **THE TRUE POINT OF BEGINNING**;

Containing 7.76 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.

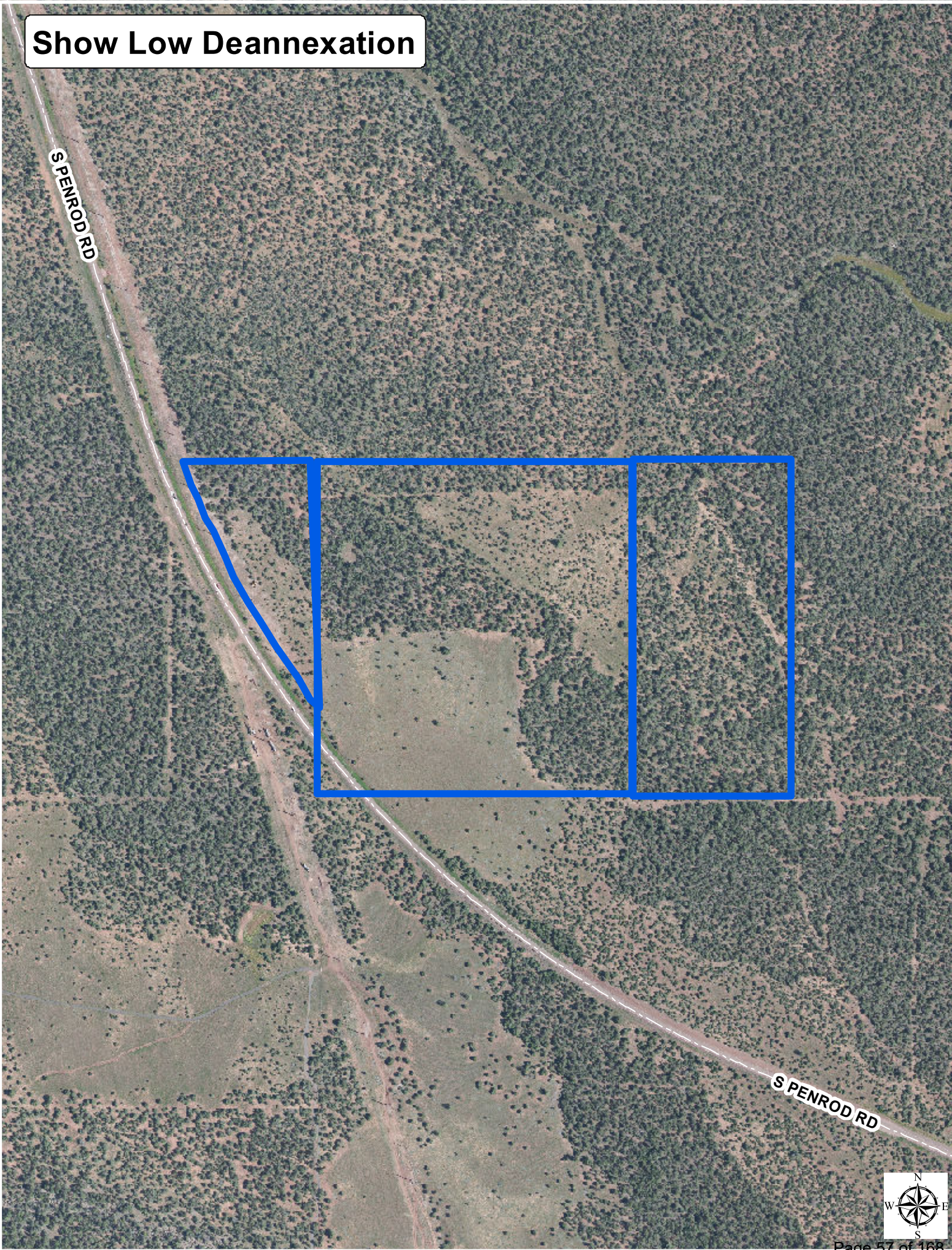
Show Low Deannexation

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Page 57 of 168



MINUTES OF THE SPECIAL MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, JUNE 18, 2024, AT 5:00 PM IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA

1. Call to Order.

Mayor Leech called the meeting to order at 5:00 p.m.

2. Roll Call.

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

COUNCIL MEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: F. Morgan Brown, City Manager (present at meeting as City's chief negotiator); Justin Johnson, Deputy City Manager; Anna Atencio, City Attorney (for legal advice); and Rachael Hall, City Clerk (to take minutes of the proceedings).

GUESTS: David Brown, Esq., and Jay Brown, Esq., Brown & Brown Law Offices.

VICE MAYOR KAKAVAS MOVED TO RECESS INTO EXECUTIVE SESSION; SECONDED BY COUNCILMAN WHIPPLE; PASSED UNANIMOUSLY.

The Show Low City Council recessed into Executive Session at 5:01 P.M.

3. Executive Session

A. Confidentiality Statement

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

1. Discussion and direction to Counsel regarding the Little Colorado River (LCR) Adjudication (Apache County Superior Court – *In Re: The General Adjudication of All Rights to Use Water in the Little Colorado River System and Source* (CV 6417, CV 6417-200, CV 6417-201, CV 6417-202, CV 6417-300, CV 6417-400) potential approval of Northeastern Arizona Indian Water Right Settlement Agreement, involvement with the LCR Coalition and any other legal issues regarding the City's water

supply.

4. Post Executive Session

The Show Low City Council reconvened into Open Session at 6:07 P.M.

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

1. Consideration of Approval of Northeastern Arizona Indian Water Right Settlement Agreement.

VICE MAYOR KAKAVAS MOTIONED TO APPROVE NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT AND TO AUTHORIZE THE MAYOR, THE CLERK, AND THE ATTORNEY TO EXECUTE THE AGREEMENT UPON SATISFACTION OF THE FOLLOWING CONDITIONS: 1) BROWN & BROWN LAW OFFICES IS SATISFIED THAT ISSUES RELATED TO PARTICIPATION BY THE UNITED STATES AND THE TRIBES IN THE LITTLE COLORADO RIVER ADJUDICATION HAVE BEEN RESOLVED, 2) BROWN & BROWN LAW OFFICES IS SATISFIED THAT ANY AMENDMENTS TO THE AGREEMENT ARE ACCEPTABLE 3) THE EXHIBITS TO THE AGREEMENT, INCLUDING THE LCR JUDGMENT AND DECREE, ARE ACCEPTABLE TO BROWN & BROWN LAW OFFICES, AND 4) BROWN & BROWN LAW OFFICES IS SATISFIED THAT THE CONGRESSIONAL LEGISLATION IMPLEMENTING THE AGREEMENT IS ACCEPTABLE; SECONDED BY COUNCILMAN JUDD; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

5. Adjournment.

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE SPECIAL MEETING OF THE SHOW LOW CITY COUNCIL OF JUNE 18, 2024, AT 6:15 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 **SPECIAL MEETING** of the City Council of Show Low held on June 18, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 20____.

(SEAL)

Rachael Hall, City Clerk

MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, JUNE 18, 2024, AT 7:00 PM IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA

1. Call to Order.

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

2. Roll Call.

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

COUNCIL MEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Greg Westover, Police Commander; Jay Brimhall, Community Services Director; Bill Kopp, Public Works Director; Shane Hemesath, City Engineer; Jacob Allen, Airport Manager; Steve North, Business Development; Kathy Clements, Assistant City Clerk; and Rachael Hall, City Clerk.

GUESTS: Mike Allsop, John Hannah, Kay and Sandy Adams, Josh and Amber Beele, Sarah, Marilee, Britney and Kevin Gibbons, and others.

3. Invocation.

Councilman Clark gave the invocation.

4. Pledge of Allegiance.

Councilman Judd 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.

Allison Hephner, 7142 White Gate Way, discussed the Turn of a Card Community Center and the Meals on Wheels program, its importance, and the need to ensure its sustainability.

6. **SPECIAL EVENTS:**

A. Recognition of Show Low High School Division IV Track State Champions and Show Low High School Record Breakers

Vice Mayor Kakavas read the names of the Show Low High School Track and Field State Champions and the events they won, as well as the names of the Show Low High School record breakers and the records they broke this year.

Mayor Leech asked the Show Low High School Track and Field Coaches to say a few words. The Council members then handed out gifts to the recognized team members.

B. Crosswind Runway Focused Planning Presentation - Dibble

Mr. Allen introduced representatives from Dibble and Armstrong Consultants, who conducted the proposed crosswind runway focused planning study.

Charlie McDermot, Aviation Planning Manager with Dibble, said they were excited to present the findings of the focused planning study for the crosswind runway at Show Low Regional Airport.

Jenny Watts, Senior Planner with Dibble, said the focused planning study on the proposed new crosswind runway, Runway 18/36, aimed to justify the construction of a new crosswind runway and determine the preferred layout.

Ms. Watts said the study had five key components: establishing the need for the new crosswind runway and validating the runway length, orientation, and location as depicted on the 2021 airport layout plan. The study also included developing and evaluating crosswind runway alternatives and identifying the preferred alternative. She said the preferred alternative actions included screening environmental resources, airspace analysis, 25 percent preliminary engineering design, recommendations, and next steps. Public outreach was also a component.

Mayor Leech asked what the public said about the project. Ms. Watts said the response was overwhelmingly positive.

Ms. Watts said that five initial alternatives were proposed. The third and fifth alternatives were eliminated from further consideration, and the first, second, and fourth were identified for further evaluation. The evaluation criteria included financial feasibility, operational performance, environmental implications, site compatibility with engineering design, and conformity to the goals outlined in the 2021 airport master plan.

Ms. Watts said of the three proposed alternatives for further evaluation, the first required no action. The second refined the airport layout plan. The fourth adjusted the alignment and alternate taxiway layout. Each plan was evaluated using qualitative and quantitative comparative analysis, resulting in alternative number four, the alignment and alternate taxiway layout, ranking first with the highest score. She said this preferred alternative would be presented to the Federal Aviation

Administration (FAA).

Ms. Watts presented the preferred alternative preliminary engineering design overview. She said the runway would be rotated within the property limits to maximize wind coverage. This layout provided the required wind coverage for the smaller single-engine aircraft, which Runway 4/22 lacked.

Jason Musselman, Director of Aviation Services with Armstrong Consultants, said the engineering analysis was fourfold: identify the challenges and mitigate them, identify the costs and reduce them, define the preferred alternative, and then put together the package for the preferred alternative, which included a phasing plan because the City would not get \$10,300,000.00 all at once to complete the project.

Mr. Musselman said some of the challenges for this project included the fill, as there was about 40 feet of elevation change and a lot of rock in the area. The team minimized the fill to roughly 22 to 25 feet by rotating the runway slightly using the FAA design standards. However, it was not possible to mitigate the rock.

Mr. Musselman said the project would need to be done in five phases to meet the FAA's project limitation of approximately \$3,000,000.00 per phase. However, that did not mean the project would be completed in three years. The plan would be to start with the taxiway. The FAA required that there must be a parallel taxiway before a runway could be built. So, the City could start with the grading and fill for the taxiway, then move to the grading and fill for the runway. Then go back and pave the taxiway, then the runway. When all of that was complete, lighting and signage would be done.

Mayor Leech asked if this crosswind runway would be used more than the existing runways. Mr. Musselman said the airport already had a crosswind runway, but it did not meet the criteria for wind in combination with the primary runway. Once the new runway was built, the old one would either be demolished or become a parallel taxiway for development purposes. Both options were identified in the airport layout plan.

Mayor Leech asked if the crosswind runway would be longer. Mr. Musselman said the new crosswind runway would be longer than the existing one but was not for larger planes. Ms. Watts said this runway was for existing community aircraft and that it would be safer.

Mr. Musselman said the report provided was a planning study to provide more details on the project. However, this did not mean the project would happen; the FAA would determine if it would happen and if they would fund it.

7. **CONSENT CALENDAR:**

- A. Consideration of Resolution No. R2024-19 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 2024-25 (Jay Brimhall)
- C. Consideration of Renewal of Agreement with Show Low Historical Society for Fiscal Year 2024-25 (Jay Brimhall)
- D. Consideration of Renewal of Agreement with Show Low Main Street for Fiscal Year 2024-25 (Jay Brimhall)
- E. Consideration of Renewal of Agreement with Show Low Chamber of Commerce for Fiscal Year 2024-25 (Steve North)
- F. Consideration of Noncommercial Ground Lease with The Flying Dentist LLC and Termination of Third Addendum to the Noncommercial Ground Lease with Michael R. Bordelon and Julianne Bordelon at Show Low Regional Airport (Jacob Allen)
- G. Consideration of Noncommercial Ground Lease with Igloo Properties LLC and Termination of Lease with David Renner at Show Low Regional Airport (Jacob Allen)
- H. Consideration of Acceptance of Aquatic Center Door and Window Replacement Project, City of Show Low Project No. FM-3724 (Bill Kopp)
- I. Consideration of Acceptance of City Campus Training Building Windows, City of Show Low Project No. FM-3524 (Bill Kopp)
- J. Consideration of Approval of Annual Purchase Orders for Fiscal Year 2025 (Justin Johnson)
- K. Consideration of Adoption of Resolution No. R2024-20 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)
- L. Consideration of Minutes of Show Low City Council meetings:
 - 1. Special Meeting of June 4, 2024
 - 2. Regular Meeting of June 4, 2024

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

8. **NEW BUSINESS:**

A. Consideration of Appointment of Show Low Parks and Recreation Advisory Committee Member (Rachael Hall)

Ms. Hall said that due to the resignation of Show Low Parks and Recreation Committee member Ken VanWinkle, the Advisory Committee had a vacancy with a term expiring in March 2027. Staff contacted the three applicants who applied for the Planning and Zoning Commission Vacancy opening to gauge interest in applying for the position. Jodi Whitehead, Kevin Kugler, and Mike Neagle all expressed their interest in being considered for the open position on the Show Low Parks and Recreation Advisory Committee.

Ms. Halls said attached was a ballot showing the names of the three applicants. Council members were to mark one choice on the ballot for the individual they wished to appoint. After the Clerk tallied the results and indicated the individual with the most votes, a formal motion could be made based on the results. Council members' votes would be reflected in the minutes.

The Council members marked their preferences for the vacant position. Selection by the Council for the open seat:

- Councilman Adams
 - Mike Neagle
- Councilman Clark
 - Mike Neagle
- Councilman Hatch
 - Kevin Kugler
- Councilman Judd
 - Kevin Kugler
- Vice Mayor Kakavas
 - Mike Neagle
- Mayor Leech
 - Mike Neagle

VICE MAYOR KAKAVAS MOVED TO APPOINT MIKE NEAGLE TO THE SHOW LOW PARKS AND RECREATION ADVISORY COMMITTEE FOR A TERM EXPIRING MARCH 2027; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR.

B. Consideration of Approval of Alternate Essential Air Service Application (Jacob Allen)

Mr. Allen said the City of Show Low was granted eligibility under the Essential Air Service (EAS) program by a U.S. Department of Transportation (DOT) Executive Order beginning in 1999. The DOT administered the Essential Air Service contract, which provided a federal subsidy for airline services to rural areas. Show Low's current EAS contract would expire on June 30, 2024.

Mr. Allen said on December 19, 2023, the DOT issued Order 2023-12-13, requesting proposals from airlines interested in providing EAS, with a due date of January 22, 2024. The DOT received proposals from three air carriers: Boutique Air, Contour Airlines, and Southern Airways Express.

Mr. Allen said that on February 20, 2024, the City Council voted unanimously to recommend Contour Airlines as the preferred air carrier. The DOT responded to the recommendation letter by issuing a six-month extension to the current carrier. The extension was issued to Southern Airways Express because the DOT had decided internally that Part 380 Public Charter air carriers like Contour were not being selected under traditional EAS. Staff was encouraged by the DOT to consider Alternate Essential Air Service (AEAS), which was an alternative to traditional Essential Air Service that did not restrict Part 380 air carriers.

Mr. Allen said Alternative Essential Air Service was a grant program in which the City could receive the carrier subsidy directly in the form of a grant, annually. The carrier would submit invoices to the City based on the flight services provided. Invoices from the carrier were to be paid by the City on a monthly basis. Staff would reconcile the monthly invoices and submit the flight information to the DOT along with a reimbursement request through the grant. By entering into an agreement with the air carrier directly, AEAS allowed for more control over the terms of the agreement and provided more flexibility to select a new air carrier, if necessary.

Mr. Allen said any EAS community could submit an AEAS application at any time. If approved by the DOT, Contour Airlines could begin service as early as October 1, 2024. Upon the expiration of an AEAS contract, if not renewed, the community would automatically revert to a traditional EAS community, and the DOT would issue a Request For Proposal to EAS air carriers.

Mr. Allen said staff recommended approving the application for Alternate Essential Air Service.

Mayor Leech asked what was the difference between EAS and AEAS. Mr. Allen said the DOT directly pays all invoices to carriers under the EAS program. Under the AEAS program, the City would pay invoices directly to the carrier and get reimbursed with DOT grant funds. The contract would be between the City and the AEAS provider, not the DOT. If the AEAS provider did not perform, the City could replace them.

Councilman Clark asked why the City had not used an AEAS provider in the past. Mr. Allen said this was the City's first opportunity to use an AEAS provider, as staff

was unaware the program existed. No AEAS providers had previously submitted proposals, and the DOT had never provided the City with this option.

Vice Mayor Kakavas asked if the City's funding risked being reduced with the AEAS program. Mr. Allen said the subsidy for Contour was higher because they had more expensive planes and could carry more passengers. He said airlines only get paid the subsidy if they fly. Using Contour would give the City the opportunity to achieve 10,000 enplanements a year. If the airport achieved 10,000 enplanements, the City's federal entitlement funds would increase to \$1,000,000.00 a year versus the \$150,000.00 the City received in the past.

COUNCILMAN CLARK MOVED TO SEND AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION TO REQUEST ALTERNATE ESSENTIAL AIR SERVICE WITH CONTOUR AIRLINES AS THE PREFERRED ESSENTIAL AIR SERVICE CARRIER FOR THE CITY OF SHOW LOW FOR A FOUR-YEAR TERM AND AUTHORIZE THE MAYOR TO SIGN ASSOCIATED DOCUMENTS; SECONDED BY COUNCILMAN HATCH; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR.

- C. Consideration of Adoption of Resolution R2024-22 Approving Intergovernmental Agreement with Arizona Department of Transportation for Sidewalk Improvements and Multi-use Pathway Along State Route 260 (Shane Hemesath)

Mr. Hemesath said the City of Show Low requested and received \$1,086,561.00 in FY24 Transportation Alternative Grant funding to construct a multi-use path along SR-260 from the Pine Oaks Subdivision to the intersection of SR-260 and Fawnbrook. The project included constructing a five-foot sidewalk and an eight-foot wide multi-use path approximately 1.1 miles along the west side of SR-260. It also included the installation of retaining walls, American with Disability Act compliant ramps, a right turn lane at Fawnbrook, and required drainage infrastructure.

Mr. Hemesath said the total project cost was estimated at \$1,222,947.00, resulting in an estimated City of Show Low local match of \$136,386.00. He said the intergovernmental agreement could begin the environmental clearance process, and construction would be scheduled after those clearances were received.

Mr. Hemesath said staff recommended approving Resolution No. R2024-22 authorizing an intergovernmental agreement with the Arizona Department of Transportation for the multi-use path along SR-260 from Pine Oaks to Fawnbrook and authorizing the Mayor to sign said agreement.

Councilman Adams asked when the project would start. Mr. Hemesath said staff did not have a construction date yet. The project would need several clearances, the biggest being the environmental clearance. These clearances could take up to six months. He said they hope to start the project at the beginning of next year.

COUNCILMAN CLARK MOVED TO ADOPT RESOLUTION NO. R2024-22, APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE MULTI-USE PATH ALONG SR-260 FROM PINE OAKS TO FAWNBROOK AND AUTHORIZING THE MAYOR TO SIGN SAID AGREEMENT; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR.

- D. Consideration of Acceptance of Scope Revision to Professional Services Contract for Woolford Road Reconstruction, City of Show Low Project No. R-1424 (Shane Hemesath)

Mr. Hemesath said the City was awarded \$1,269,000.00 in Federal Direct Spending to reconstruct Woolford Road from East Whipple to SR-260. The scope of work included removing the existing roadway section, installing a new, stronger roadway section, and replacing the pavement markings. This roadway was constructed in 2000, anticipating receiving much lower traffic volumes than what was being seen today. The Arizona Department of Transportation (ADOT) was required to administer the project as required by the federal funding.

Mr. Hemesath said at the July 18, 2023, City Council meeting that a Professional Services contract for the Woolford Road Reconstruction Project design was awarded to Ironside Engineering in an amount not to exceed \$134,700.00. The project was designed, environmental clearances were obtained, and it was out for bid. During the project's design phase, ADOT's review staff made unanticipated requests, and extensive review comments required additional time to complete the final design. These revisions and additional required site testing were not included in the initial scope of work for Ironside Engineering. The total cost of additional design work was \$25,000.00, resulting in a final design cost of \$159,700.00. The estimated total construction cost for the project was \$2.4 million, and the revised design fee remained under the normal 10% of construction costs for similar work.

Mr. Hemesath said that after the project was advertised and during construction, ADOT required the design engineer to be under contract and available to answer questions about the design plans and specifications and provide a final as-built set of record drawings when construction was completed. This was called post-design services. ADOT agreed that the City of Show Low could directly contract with the design engineer to save money and have greater control over the costs during post-design because this was a local roadway.

Mr. Hemesath said Ironside Engineering developed a proposal based on typical post-design services for a federally funded project for a total cost not to exceed \$18,000.00. This work would be conducted at a time and materials cost as needed, not to exceed \$18,000.00. The expectation was that the true costs of the post-design services would be less than this amount.

Mr. Hemesath said staff recommended approval of a scope revision to the

Professional Services contract for the design of the Woolford Road Reconstruction Project, City of Show Low Project No. R-1424, to Ironside Engineering and Surveying Inc., in an amount not to exceed \$177,700.00.

COUNCILMAN JUDD MOVED TO APPROVE THE SCOPE REVISION TO THE PROFESSIONAL SERVICES CONTRACT FOR THE WOOLFORD ROAD RECONSTRUCTION PROJECT; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR.

- E. Consideration of Approval of Scope Revision to Reidhead House Architectural Services Professional Services Contract, City of Show Low Project number FM-5823 (Bill Kopp)

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

Mr. Kopp said that the foundation had been repaired. Measures were taken to protect it from water infiltration, including replacing rain gutters and rerouting flood irrigation away from the building. The City applied for and received grant funding to start restoring the building.

Mr. Kopp said the City prepared a Request for Qualifications and selected Motley Design Group LLC to develop a Historic Building Preservation Plan and assess the structure to determine eligibility for nomination to the National Register.

Mr. Kopp said that Motley prepared a Building Condition Assessment. The report included three categories of improvements: Critical, Serious, and Minor. Staff presented the report with the architect's recommendations to the City Council at a study session on March 5, 2024. The City Council directed staff to move forward with the critical priority work items. He said the work included repairing cracks in the adobe walls, foundations, and brick wall. The work also included repairing plaster, adjusting door and window frames, re-installing pine plank floors, and re-installing plumbing and wiring to code. These items had an estimated construction cost of about \$375,000.00.

Mr. Kopp said the architect's original scope of work was based on a much smaller construction budget. To complete the critical work, staff requested an expanded scope to complete the recommended work. The architects' expanded scope included preparing construction plans, bidding, and construction administration. The expanded scope would increase the original project cost by \$20,274.00, for a total of \$76,684.00.

Mr. Kopp said staff recommended approving the scope revisions to Motley Design Group, LLC's Professional Services Contract for the Reidhead House Historical Architectural Services, City of Show Low Project number FM-5823, authorizing an additional amount not to exceed \$20,274.00 for a total fee of \$76,684.00.

Mayor Leech asked if the City could receive grants for this project. Mr. Kopp said the City had received some grant funds for the project, and there were funds for this project in the proposed fiscal year 2025 budget.

COUNCILMAN ADAMS MOVED TO APPROVE THE SCOPE REVISIONS TO MOTLEY DESIGN GROUP, LLC'S PROFESSIONAL SERVICES CONTRACT FOR THE REIDHEAD HOUSE HISTORICAL ARCHITECTURAL SERVICES, CITY OF SHOW LOW PROJECT NUMBER FM-5823, AUTHORIZING AN ADDITIONAL AMOUNT NOT TO EXCEED \$20,274.00 FOR A TOTAL FEE OF \$76,684.00; SECONDED BY VICE MAYOR KAKAVAS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR.

F. Consideration of Acceptance of Eight Pickleball Courts and Associated Improvements, City of Show Low Project No. FM-0423 (Bill Kopp)

Mr. Kopp said at its regular meeting on January 17, 2023, the City Council approved resolutions authorizing the City to accept a total of \$572,000.00 in grant funding from Arizona State Parks Land and Water Conservation Fund and Arizona State Parks Heritage Fund to construct eight pickleball courts and associated improvements. The grant funds became available in September 2023. The City Council also approved up to \$394,100.00 in matching funds. The 2023-2024 Budget included \$864,100.00 for this project.

Mr. Kopp said at its regular meeting on September 19, 2023, the Show Low City Council awarded Hellas Construction a construction contract to build eight pickleball courts and associated improvements for an amount not to exceed \$855,180.00. The improvements included site work, sidewalks, ramadas, drainage, fencing and windscreens, post-tensioned concrete slab, court surfacing and striping, light bases and conduit for future court lighting, and seating.

Mr. Kopp said during construction, there was an issue with the specifications for the two ramadas. The original installed ramadas were the wrong height. This was due to an error in the specification that the contractor and City staff missed. Staff negotiated with the contractor and agreed to split the additional cost of \$14,852.32. This resulted in an additional \$7,426.16 to the City. The eight pickleball courts and associated improvements have been completed for a final project cost of \$862,606.16

Mr. Kopp said staff recommended accepting the eight pickleball courts and associated improvements, City of Show Low Project No. FM-0423, approving the

\$7,426.16 change order with a final cost of \$862,606.16, releasing the retainage, initiating the warranty period, and approving the associated budget transfers.

Mayor Leech asked how long the warranty period was for that project. Mr. Kopp said that different elements had different warranty periods. Specifically, the City inspectors were not on site when the contractor started pouring the first court, so they extended the City a five-year warranty on that court instead of the standard two-year warranty.

COUNCILMAN JUDD MOVED TO ACCEPT THE EIGHT PICKLEBALL COURTS AND ASSOCIATED IMPROVEMENTS, CITY OF SHOW LOW PROJECT NO. FM-0423, APPROVE THE \$7,426.16 CHANGE ORDER WITH A FINAL COST OF \$862,606.16, RELEASE THE RETAINAGE, INITIATE THE VARIABLE WARRANTY PERIOD, AND APPROVE THE ASSOCIATED BUDGET TRANSFERS; SECONDED BY COUNCILMAN WHIPPLE; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR.

- G. Consideration of Approval of Purchase of Light Poles and Materials for the New City Campus Pickleball Courts, City of Show Low Project FM-9324 (Bill Kopp)

Mr. Kopp said the City recently completed the construction of eight new pickleball courts located at the City Campus. The work included the installation of light pole bases and conduits for the future installation of court lighting. The light poles and wire were not included in the original project scope because the State Parks grant did not cover these items.

Mr. Kopp said due to the high level of interest and use of the courts, staff was directed to move forward with the installation of 16 light poles. The new lights would match those installed at the original four courts. There was a single source for these light poles through a sole distributor. This project included purchasing the wire and other required parts and equipment. The City's public works staff would install the lights. In order to receive the poles as quickly as possible, staff recommended using City Council contingency funds for the purchase. This would allow staff to place the order prior to the beginning of the next fiscal year in July.

Mr. Kopp said staff recommended approving the purchase of light poles and materials for the new City Campus Pickleball Courts City of Show Low Project FM-9324 in an amount not to exceed \$34,400.00 and approving the associated budget transfers.

Councilman Whipple asked if the lights would be on a timer. Mr. Kopp said yes, the new lights would have the same timer as the existing lights.

COUNCILMAN HATCH MOVED TO APPROVE THE PURCHASE OF LIGHT POLES AND MATERIALS FOR THE NEW CITY CAMPUS PICKLEBALL COURTS CITY OF SHOW LOW PROJECT FM-9324 IN AN AMOUNT NOT TO

EXCEED \$34,400.00 AND APPROVE THE ASSOCIATED BUDGET TRANSFERS; SECONDED BY COUNCILMAN JUDD; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR.

- H. Consideration of Interconnection Agreement with Arizona Water Company (Anna Atencio)

Ms. Atencio said historically, there was a verbal agreement between Arizona Water Company and Pineview Water Company to provide water for the Show Low Lake Campground. The Show Low Lake Campground was within the Arizona Water Company's service area or within the company's Certificate of Convenience and Necessity.

Ms. Atencio said in 2010, the City purchased Pineview Water Company and continued with the verbal water agreement. The Interconnection Agreement memorializes the verbal agreement whereby the City would continue to own and maintain the interconnection and facilities before the interconnection. Arizona Water Company would continue to own and maintain facilities after the interconnection. The City would deliver and bill water to the Arizona Water Company for a one-inch meter at the same rate as within City limits. Arizona Water Company would provide water to the Show Low Lake Campground and bill the vendors at the Show Low Lake Campground.

Ms. Atencio said staff recommended approving the Interconnection Agreement with Arizona Water Company.

Mayor Leech asked if anything had changed from the original verbal agreement. Ms. Atencio said no, nothing had changed; the agreement was now in writing.

COUNCILMAN WHIPPLE MOVED TO APPROVE THE INTERCONNECTION AGREEMENT WITH ARIZONA WATER COMPANY; SECONDED BY COUNCILMAN HATCH; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR.

- I. **PUBLIC HEARING** Regarding Final Budget for Fiscal Year Ending June 30, 2025, and Proposed Secondary Property Tax Levy and Consideration of Resolution No. R2024-21 Adopting the Final Budget for Fiscal Year Ending June 30, 2025 (Justin Johnson)

Mr. Johnson said that on June 4, 2024, the City Council adopted Resolution No. R2024-17, approving the tentative budget for fiscal year 2025 in the amount of \$126,484,526.00. As required by state statute, the tentative budget was published twice in the local newspaper, and a public hearing would be held tonight.

The state budget forms (Exhibit A to Resolution No. R2024-17) were identical to the adopted tentative budget and represent all the information presented to the City

Council to date. Following a public hearing on this budget and the proposed secondary tax levy, the Council would be asked to approve this budget as the final budget for the City of Show Low for the fiscal year ending June 30, 2025. Approval of the secondary tax levy would be considered at the July 16, 2024, meeting.

Mr. Johnson reviewed the final budget and said the presentation would be attached to the minutes.

Mr. Johnson said the Council was being asked to approve Resolution No. R2024-21 to adopt the final budget for fiscal year 2025 after holding a public hearing on the final budget and the property tax levy which the City Council would consider at the July 16 meeting.

Mayor Leech opened the matter to a public hearing.

There being no input, Mayor Leech closed the public hearing.

Councilman Clark thanked City staff for all their hard work in putting the budget together.

COUNCILMAN CLARK MOVED TO ADOPT RESOLUTION NO. R2024-21 ADOPTING THE FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2025, IN THE AMOUNT OF \$126,484,526.00; SECONDED BY COUNCILMAN HATCH; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, COUNCILMAN WHIPPLE VOTING IN FAVOR.

9. **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 2024-25 FOR THE DISTRICT:**

The Show Low City Council recessed into a Special Meeting of the Show Low Bluff Community Facilities District Board at 8:37 p.m. The Show Low City Council reconvened at 8:41 p.m.

10. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Councilman Adams thanked staff for their hard work and efforts in recognizing youth at Show Low High School and other activities.

Vice Mayor Kakavas said she attended the BMX races at the Show Low BMX track this past weekend. It was a wonderful event, and thanked City staff for all the work they put into preparing for the event. She said this was the nicest track in the state.

Councilman Judd said he loved seeing all the flags on display to celebrate Flag Day.

Councilman Clark said the area had entered fire danger season, and the City would soon implement Stage 2 fire restrictions.

B. Mayor

Mayor Leech said the area was busy with summer events and encouraged everyone to check out Thunder Raceway.

C. City Manager

Mr. Brown said that the City was under Stage I fire restrictions. On Friday, the City would enter Stage 2 Fire Restrictions. A flyer with information regarding prohibited activities during Stage 2 fire restrictions would be posted on the City's social media and website.

Mr. Brown said Show Low Main Street's weekly Saturday farmers' market and art walk continued from 10:00 a.m. to 3:00 p.m. at Festival Marketplace along Cooley through September 7.

Mr. Brown said the Fourth of July festivities on Thursday, July 4, would begin with the annual parade at 9:00 a.m. along the Deuce of Clubs. The wet zone would take place immediately following the parade at Frontier Fields. Then, at 3:00 p.m., the gates opened at the Show Low High School football stadium complex for the FreedomFest, with music, food vendors, and kids' activities. The spectacular fireworks display would begin at 9:00 p.m., weather permitting. Information about traffic detours and a list of events was posted on the website. Also, the high school just put in new grass on the football field, so this year, no one would be allowed on the football field.

Mr. Brown said applications for the Fourth of July parade were still being accepted and were available at the aquatic center and the City's website.

11. **SCHEDULE OF MEETINGS:**

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

Mr. Brown said that since no City Council meeting was scheduled on the first Tuesday in July, the next City Council meeting would be on Tuesday, July 16.

12. **ADJOURNMENT:**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF JUNE 18, 2024, AT 8:51 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 18, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 20____.

Rachael Hall, City Clerk

City of Show Low, AZ

FY2025 Final Budget

\$126,484,526

June 18, 2024

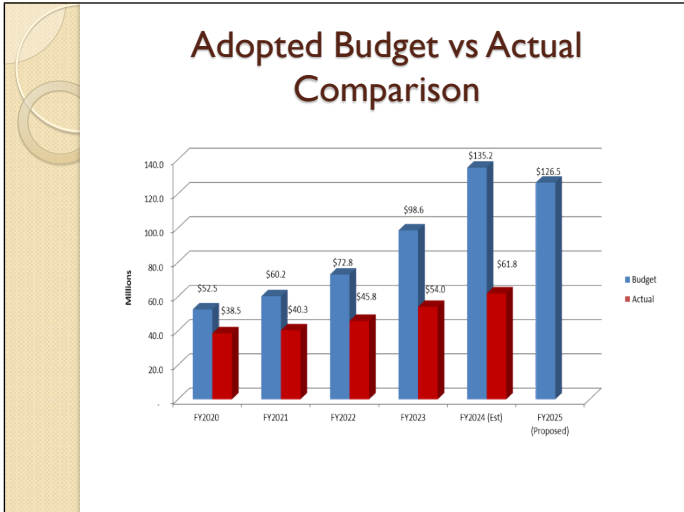


Budget – Public Process

- January 16 – Council study session
- January 18 – Budget town hall
- April 2 – Recommended budget overview
- April 18 – Town hall/Budget study session
- May 21 – DRAFT Tentative Budget Review
- June 4 – Tentative Budget Adoption
(Resolution # R2024-17 - \$126,484,526)
- **June 18 – Final Budget Adoption**
(Resolution # R2024-21 - \$126,484,526)
- July 16 – Adopt Secondary Tax Rate

Council Goals and Priorities

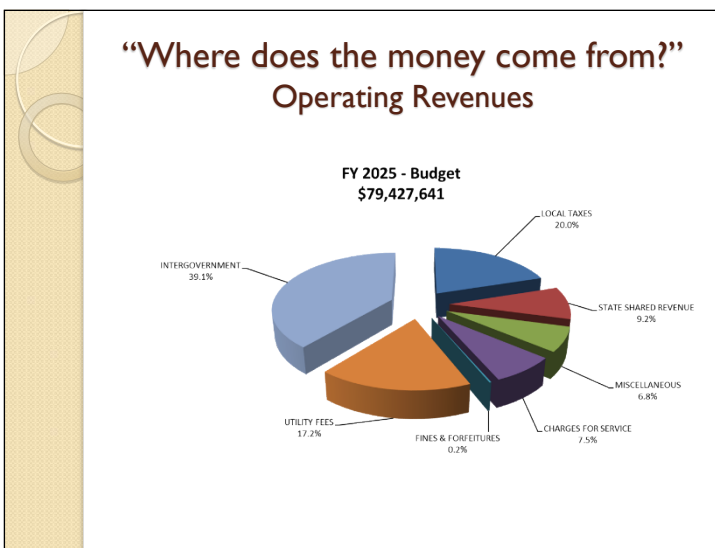
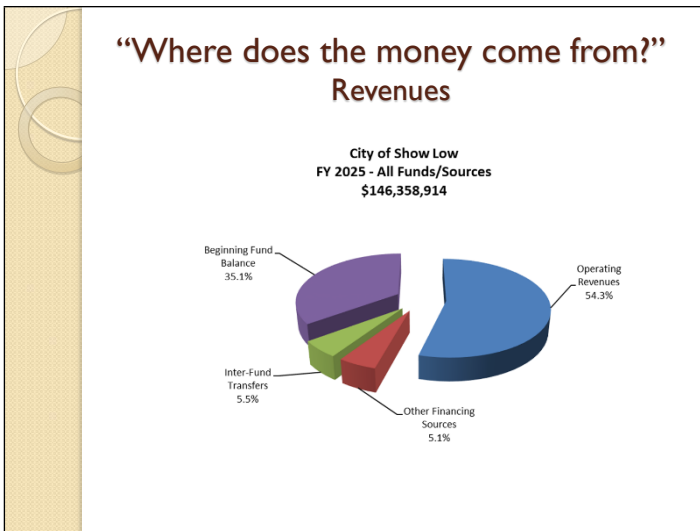
- Preserve/Maintain Infrastructure
- Quality of Life
- Community/Economic Development
- Organization



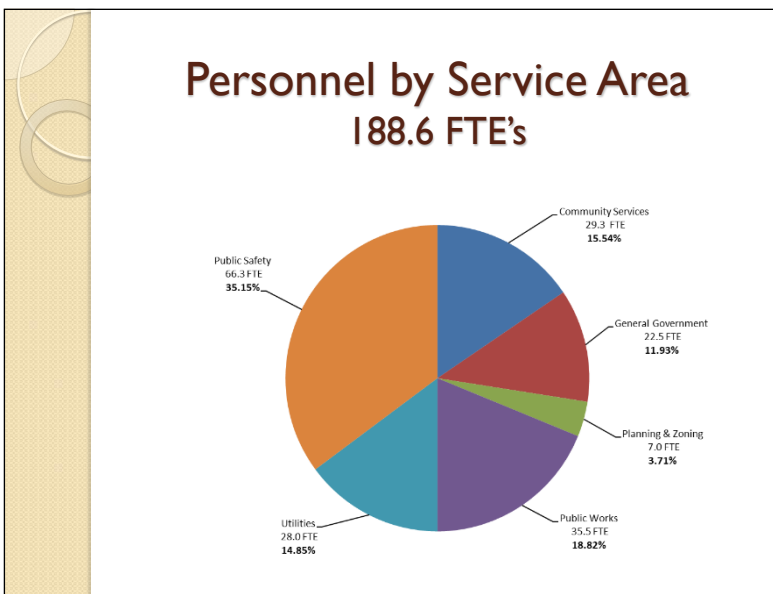
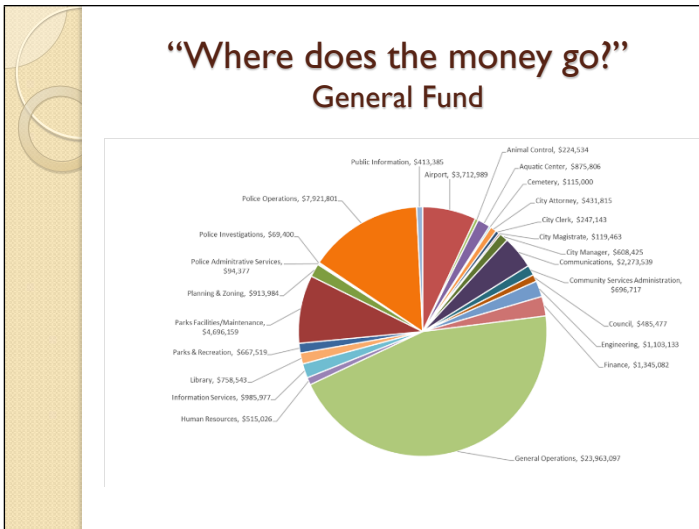
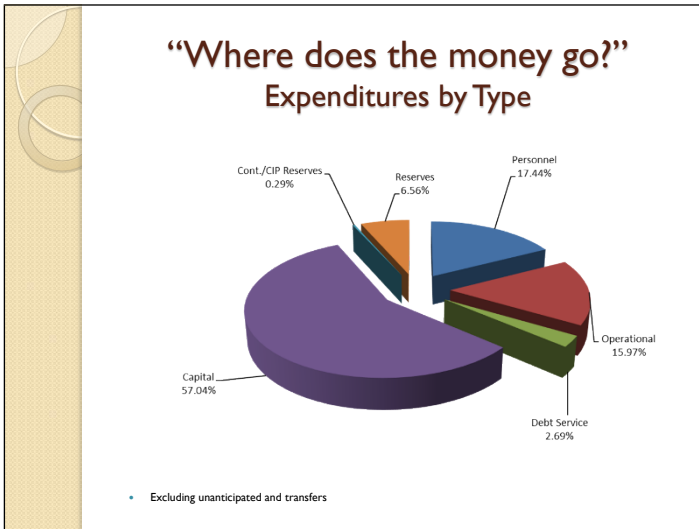
Decrease (\$8,714,366) over FY24

Decrease of 4,690,449 in HURF due to completion of Bonding Projects

Decrease of 5,339,756 in Wastewater due to not receiving grants for Savage Phase II and completed projects



Miscellaneous Revenue includes donations, interest earned on investments, late fees



Total of 6.9 increase in FTEs over FY2024:

- 0.2 for Library
- 2.0 for Parks/Facilities Maintenance
- 0.5 reduction in Engineering
- 1.0 Community Action Officer – Police
- 1.0 Police Officer

- 1.0 Assistant Aquatics manager
- 1.0 Recreation Coordinator
- 0.3 reduction in Public Information
- 0.5 Grants Manager
- 1.0 Airport Lineman

No. Of Emp.

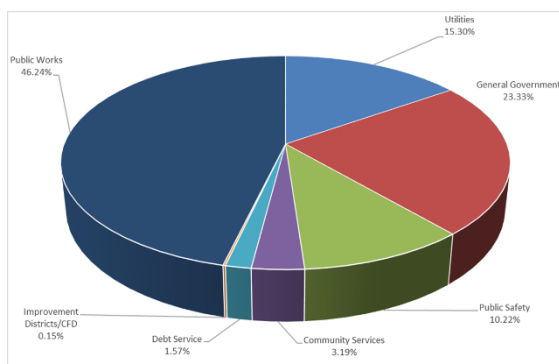
Community Services	29.3	15.54%
General Government	22.5	11.93%
Planning & Zoning	7.0	3.71%
Public Works	35.5	18.82%
Utilities	28.0	14.85%
Public Safety	66.3	35.15%
	188.6	100%

Capital/Contingencies - \$68.0 Million

General Operations	\$ 15,476,482
Community Services	\$ 295,000
Administrative Services	\$ 71,000
Police	\$ 1,179,188
Streets/Engineering	\$ 35,050,297
Public Transportation	\$ 99,935
Parks/Facilities Maintenance	\$ 6,578,480
Airport	\$ 1,337,338
Wastewater	\$ 3,793,050
Water	\$ 3,858,234
Council Contingencies	\$ 350,000
	\$ 68,089,004

\$4.3 million decrease from FY2024
Decrease due to completion of several projects in 2024

"Where does the money go?" - expenditures by service area



• Excluding self-insured medical, unanticipated and transfers

Street Light Improvement District

- Property Tax Levy of \$225,000
 - \$225,000 in FY2024 (\$265,249 FY24 Actual)
- Citywide levy pays for utility costs associated with street and park lights
 - General Fund Subsidy of \$15,000
 - If needed, covers utility costs/rate increases
- Tax Rate \$0.1401 per \$100 of Assessed Value
 - Tax rate unchanged since FY2016
 - Approximately \$17.86 on a \$150,000 home

FY2015 Tax Rate was \$0.1291
Subsidy only used if utility rates increase and fund needs the subsidy

What's Next

- Final Budget Adoption (tonight)
 - Public Hearing
- Secondary Property Tax Levy
 - (July 16)

FY2025 Final Budget
\$126,484,526



MTG DATE: 7/16/2024
ITEM: 7.A

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: PUBLIC HEARING and Consideration of Application Submitted by Miguel Moreno for #12, Restaurant, Liquor License on Behalf of El Azteca for its Location at 4817 South White Mountain Road, Show Low, Arizona (Rachael Hall)

RECOMMENDATION

I **MOVE** to recommend approval to the State Liquor Board of the application submitted by Miguel Moreno for #12 Restaurant, Liquor License on Behalf of El Azteca for its Location at 4817 South White Mountain Road, Show Low, Arizona.

OR

I **MOVE** to recommend denial to the State Liquor Board of the application submitted by Miguel Moreno for #12 Restaurant, Liquor License on Behalf of El Azteca for its Location at 4817 South White Mountain Road, Show Low, Arizona (and stating the reasons for denial).

BACKGROUND

Miguel Moreno, representing El Azteca, submitted a liquor application for a #12, Restaurant Liquor License for its location at 4817 South White Mountain Road. As required by state law, the property was posted, and no public input was received.

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

ATTACHMENTS

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

FISCAL IMPACT

N/A

State of Arizona
Department of Liquor Licenses and Control

Created 06/14/2024 @ 02:14:06 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	EL AZTECA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	4817 S WHITE MOUNTAIN ROAD SHOW LOW, AZ 85901 USA		
Mailing Address:	296 MOUNTAIN VIEW DRIVE LAKESIDE, AZ 85929 USA		
Phone:	(928)532-3488		
Alt. Phone:	(928)358-3145		
Email:	MIGUEL.MGEL@GMAIL.COM		

AGENT

Name:	MIGUEL MORENO
Gender:	Male
Correspondence Address:	296 MOUNTAIN VIEW DRIVE LAKESIDE, AZ 85929 USA
Phone:	(928)358-3145
Alt. Phone:	
Email:	MIGUEL.MGEL@GMAIL.COM

OWNER

Name:	EL AZTECA LLC		
Contact Name:	MIGUEL MORENO		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23652136	State of Incorporation:	AZ
Incorporation Date:	03/07/2024		
Correspondence Address:	296 MOUNTAIN VIEW DRIVE LAKESIDE, AZ 85929 USA		
Phone:	(928)358-3145		
Alt. Phone:			
Email:	MIGUEL.MGEL@GMAIL.COM		

Officers / Stockholders

60th Day 8-13-24
105th Day 9-27-24

Name:
MIGUEL MORENO

Title:
Member

% Interest:
100.00

EL AZTECA LLC - Member

Name: MIGUEL MORENO
Gender: Male
Correspondence Address: 296 MOUNTAIN VIEW DRIVE
LAKESIDE, AZ 85929
USA
Phone: (928)358-3145
Alt. Phone:
Email: MIGUEL.MGEL@GMAIL.COM

APPLICATION INFORMATION

Application Number: 288711
Application Type: New Application
Created Date: 03/23/2024

Chavez

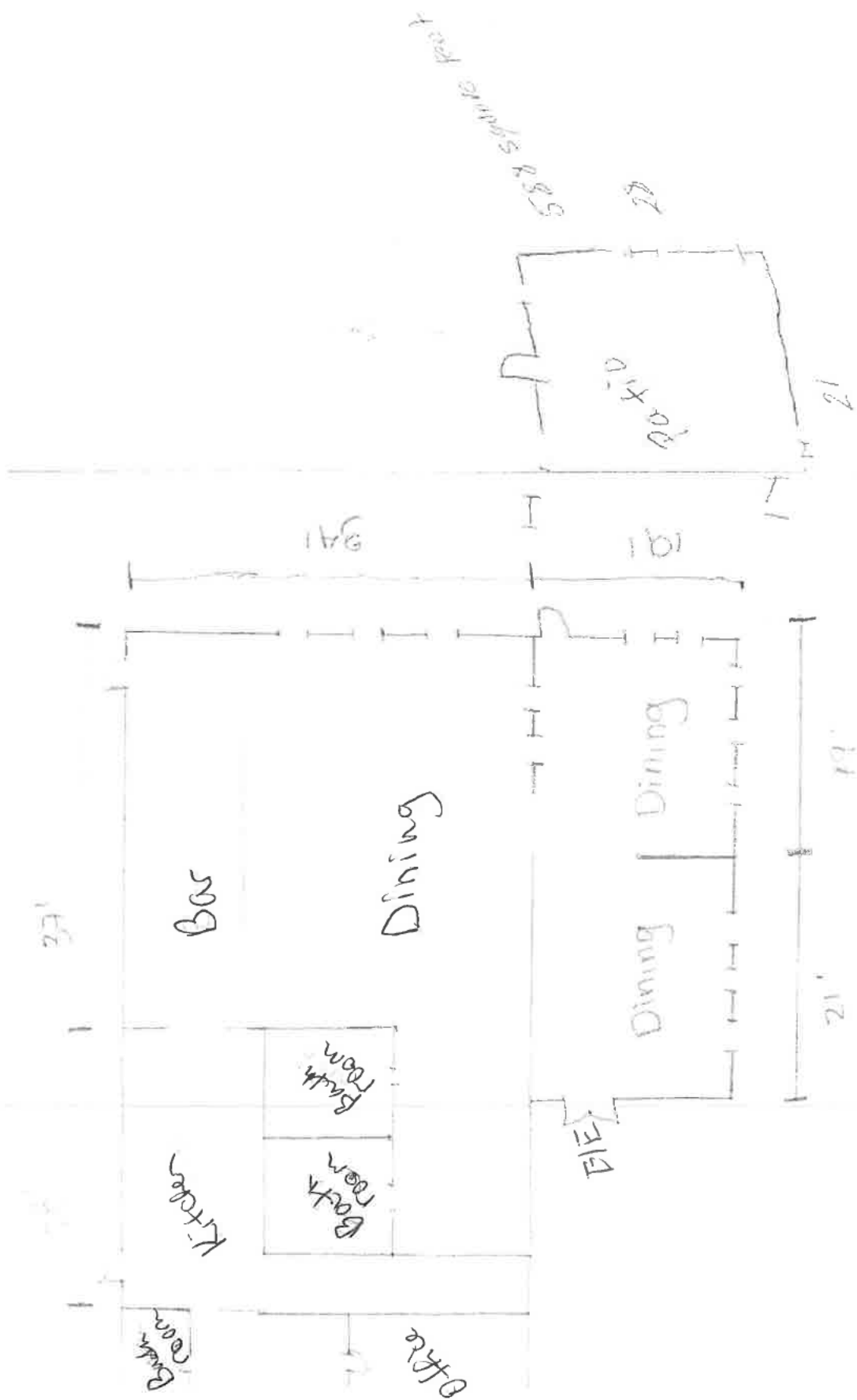
QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$75000
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
Contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
04/04/2024
- 9) What type of business will this license be used for?
Mexican Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Plano.pdf	03/25/2024
RESTAURANT OPERATION PLAN	restaurantoperationplan.pdf	03/25/2024
RECORDS REQUIRED FOR AUDIT	Records required for audit.pdf	03/25/2024
QUESTIONNAIRE	Questionnaire.pdf	03/25/2024
MENU	Menu 1.pdf	03/25/2024
MENU	menu 2.pdf	03/25/2024
MENU	menu 3.pdf	03/25/2024
MENU	menu 4.pdf	03/25/2024
MENU	menu 5.pdf	03/25/2024
MENU	menu 6.pdf	03/25/2024
MENU	menu 7.pdf	03/25/2024
MENU	menu 8.pdf	03/25/2024
	Agent Questionnaire.pdf	06/13/2024
	Restaurant Opeation Plan.pdf	06/13/2024
	Driver's License.pdf	06/13/2024
	Alien Status.pdf	06/13/2024
	Drink menu.jpg	06/13/2024
	Diagram.pdf	06/13/2024
	Diagram (2).pdf	06/13/2024



A hand-drawn floor plan of a house with the following features and dimensions:

- Overall Dimensions:**
 - Top: 24' 6" (split into 10' and 14' 6")
 - Right: 21' and 19'
 - Bottom: 15' and 19'
 - Left: 10' and 27'
- Rooms and Features:**
 - Office:** Located in the bottom right corner.
 - Bath:** Located in the bottom left corner.
 - Kitchen:** Located in the middle left, containing a **Bar**.
 - Bath:** Located in the middle, between the Kitchen and Dining areas.
 - Dining:** Located in the middle right, containing a **Bar**.
 - Bar:** Located in the top right corner.
- Other Labels:**
 - Top right: "24' 6" 13 Oct. 8:12"
 - Top center: "170"

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RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with **Black Ink**

1. Name of restaurant (Please print): El Azteca LLC

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	Royal 24 NG
Oven	Lang 148 CMW
Freezer	Kolpack 8ft x 13ft 936 sq ft
Refrigerator	Kolpack 8ft x 13 ft 913 sq ft
Sink	Tabco FC-3
Dish Washing Facilities	ADW L90-3DW
Food Preparation Counter (Dimensions)	48in X 120in
Other	

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

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

(Do not include kitchen, bar, hi-top tables, or game area.) 50 %

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

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

6. List the seating capacity for:

a) Restaurant dining area of your premises: [95]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 95]

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

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

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

4-TV's

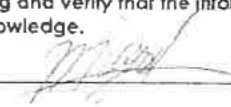
9. Do you have live entertainment or dancing? ☐ YES ☒ NO

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

10. List number of employees for each position:

Position	How many
Cooks	3
Bartenders	1
Hostesses	1
Managers	1
Servers	3
Other ()	
Other ()	
Other ()	

I, (Print Full Name) Miguel Moreno, 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: 

124 6 13 Lgr. Dept AM 8:11

Appetizers

Taquitos Rancheros: Deep Fried Corn Tortilla
Filled with Chicken Or Beef. Served w/ Guacamole and Sour
Cream.....\$10.25

Super Sampler: Taquitos, Flautas, Quesadilla,
3 Bacon Wrapped Shrimp. Served w/ Guacamole & Sour
Cream.....\$18.25

Mexican Pizza: Deep Fried Flour Tortilla topped
w/ beans, Ground beef, cheese, pico de gallo, sour cream
and Guacamole.....\$11.25

Cheese Crispy: Deep fried flour tortilla
w/ melted cheese.....\$7.95
With green chile strips.....\$8.95

Cheese Crispy Special: Grilled Chicken,
mushrooms, green chiles & pico de gallo.....\$15.25

Guacamole Dip:.....\$7.50

Cheese Dip:.....\$2.50

Buffalo Wings: Half Dozen: \$9.95 Dozen: \$17.95

Chile Con Queso:.....\$7.25

Zucchini:.....\$6.50

Nacho Fajita Mix: Steak, chicken & shrimp
w/ grilled onions, and bell peppers, served w/
guacamole & sour cream.....\$16.50

Flautas: Deep Fried Flour Tortillas,
filled w/ chicken or shredded beef,
Served w/ guacamole & sour cream.....\$10.25

Quesadilla: Cheese, Guacamole &
Sour Cream.....\$10.50
With Chicken or Beef, served w/ guacamole &
Sour Cream.....\$11.95

Carne Asada Quesadilla:.....\$15.99

Nachos- Cheese Only.....\$7.25

Nachos Supreme: Chicken or Beef, with beans,
pico de gallo, & sour cream.....\$11.50

Mini Tacos: 3 small tacos choice of Carne Asada
or Al pastor, w/ guacamole & Pico de gallo.....\$10.95

Hongos Al Ajo: Mushrooms Sauteed in Garlic
Sauce.....\$10.95

Burgers

(Served With French Fries)

STUFFED BURGER: Handmade with Juicy Angus Beef Stuffed with Short ribs, Topped with
Grilled Onions.....\$12.25

ORTEGA BURGER: Handmade with Juicy Angus Beef, Topped with Ortega Chile and
Grilled Onions.....\$12.25

MUSHROOM BURGER: Handmade with Juicy Angus Beef, Topped with Sauteed
Mushrooms and Onion Rings.....\$12.95

BURGER: Handmade with Juicy Angus Beef, Topped with Bacon, Mushrooms and
Ortega Chile.....\$13.50

TEXANA BURGER : Handmade with Juicy Angus Beef, Topped with Bacon, Onion Rings,
BBQ Sauce, Lettuce and Tomato.....\$12.95

BACON CHEESEBURGER: Served with Lettuce, Tomato and Onions.....\$12.95

Dinner Combinations

(Served with Rice and Beans or cholesterol free beans)

Ench **Choice of Filling:** Chicken, Ground Beef, Shredded Beef or Cheese.
ilada, Burrito, Chile Relleno, Tostada, Chimichanga, Tamale, Taco or Flauta

DE UNO - YOUR CHOICE OF 1 ITEM\$12.95

DE DOS- YOUR CHOICE OF 2 ITEMS.....\$13.95

DE TRES- YOUR CHOICE OF 3 ITEMS.....\$14.95

(No Choice of filling for Tamale or Chile Relleno)

Mas Combinaciones

(Served with Rice and Beans or cholesterol free beans)

#1 CHIMICHANGA: Beef or Chicken, Guacamole & Sour Cream.....\$13.95

#2 TAQUITOS RANCHEROS: 3 Rolled corn tortillas, Beef or Chicken Guacamole & Sour Cream\$12.95

#3 TACO GRANDE: Large Flour tortilla shell with Beef or Chicken, Guacamole & Sour Cream\$12.95

#4 FLAUTAS: 2 Rolled flour tortillas, Beef or Chicken, Guacamole & Sour Cream.....\$13.95

Pork Dishes

(Served with rice, refried beans and three tortillas)

TACOS AL PASTOR

Marinated Pork, cut in small pieces served
In a soft corn tortilla with Guacamole & Pico de gallo\$20.50

PORK CHOPS

Pork Chop Grilled, Topped with Green Tomatillo Sauce and Sliced Avocado.....\$17.95

PORK CARNITAS

Tender Pork cooked in the old Mexican Tradition, served with Guacamole and Pico de gallo..... \$17.95

CHILE VERDE

Chunks of Pork cooked in a green tomatillo sauce.....\$16.50

Seafood

(Served with Rice and Beans or cholesterol free beans)

Camarones El Azteca

Grilled Shrimp & Crab..... \$20.95

Mariscada a la Diabla

Shrimp, Scallops, Octopus, Fish,
Mussels Clams & Crab Legs, sauteed
in hot sauce.....\$25.95

Camarones a la Villa ^{el} Manje

Bacon wrapped shrimp,
deep fried Server w/ guacamole
.....\$19.95

Camarones al Ajo

Shrimp w/ Mushrooms sauteed in
Garlic sauce.....\$19.95

Camarones a la Diabla

Shrimp & Mushrooms sauteed
in hot sauce.....\$19.95

Arroz con Camaron

Sauteed Shrimp in special sauce
w/ Mushrooms & Green onions
(Not served with Beans).....\$19.95

Camarones A La Crema

Shrimp & Mushrooms,
Tomatoes & onions.....\$19.95

Shrimp Tacos.....\$17.95

Fish Tacos.....\$17.95

Ceviche Tostada.....\$10.95

Ceviche Bowl ^{No Rice or Beans}

Fish or Shrimp w/ pico de gallo
(No Rice or Beans).....\$13.95

Fried Fish Served with
Fries & Rice\$16.50

Camarones al Chipotle

Shrimp & mushrooms, bell peppers & onions
sauteed in chipotle sauce.....\$19.95

Cocktel De Camaron

Shrimp Soup w/ tomatoes, cilantro, avocado,
& onions served with crackers
(No Rice & Beans).....\$19.95

Campechana

Bowl of fresh octopus, scallops & shrimp
(No rice & Beans).....\$22.50

Mojarra Frita

Whole Tilapia deep fried served
w/ avocado & pico de gallo.....\$19.95

Snapper A La Plancha

Grilled fillet served with Vegetables & rice
(No Beans).....\$18.95

Fried Shrimp

Breaded butter fried shrimp, server w/ rice &
French Fries.....\$19.95

7 Mares Soup

Shrimp, scallops, octopus, caracol & abalone
.....\$25.95

Aguachiles

Shrimp cooked w/ lime & special sauce
.....\$22.95

Ostiones

1/2 Dozen.....\$12.95 Dozen.....\$23.95

Ostiones con Aguachile

1/2 Dozen.....\$17.95 Dozen.....\$30.95

Dinner Dishes

(Served with Rice and Beans & 4 tortillas)

RIB EYE STEAK

Rib Eye steak with your choice of enchilada, taco or chile relleno.....\$24.95

NEW YORK STEAK

New York steak with your choice of taco or chile relleno, with guacamole and sour cream.....\$23.95

CARNE TAMPIQUENA

New York steak filled with shrimp and pico de gallo, wrapped with bacon topped with special sauce.....\$24.95

CARNE ASADA

Skirt steak cooked over charcoal served with guacamole and pico de gallo.....\$20.50

STEAK RANCHERO

16oz T-Bone steak cooked over charcoal, served with guacamole & pico de gallo.....\$22.95

STEAK AND SHRIMP

New York Steak and Shrimp served with guacamole and pico de gallo.....\$25.95

TACOS DE CARNE ASADA

Skirt Steak cut into small pieces served in a soft corn tortilla with guacamole and pico de gallo.....\$20.50

CHILE COLORADO.....16.95

CARNE ASADA FRIES.....15.25

Enchiladas

(Served with Rice and Beans or cholesterol free beans)

ENCHILADAS DE FAJITAS

Two flour tortillas filled with steak and chicken fajitas, Served with guacamole and sour cream.....\$19.95

SEAFOOD ENCHILADA

Corn Tortillas filled with Shrimp, Scallops, Crab, Octopus & Vegetables\$19.95

SUPER ENCHILADA

Flour tortilla filled with your choice of Beef or Chicken, Topped with lettuce, tomato, sour cream and guacamole.....\$14.95

ENCHILADA EL PASO *Veracruz*

Pork Carnitas sauteed with onions and bell peppers, smothered with green tomatillo sauce & cheese sauce.....\$15.95

ENCHILADA RANCHERA *Vaquera*

Cheese Enchilada, Served with Guacamole, and Sour Cream..... \$14.95

SHRIMP ENCHILADA

Two corn tortillas with shrimp, topped with special seafood sauce & sliced avocado..... \$18.95

CHICKEN, BEEF OR GROUND BEEF *Enchilada*

Your choice of enchilada with two corn tortillas\$13.95

ENCHILADA ZUISA

Two corn tortillas filled with Chicken, Topped with Eggs and Green Sauce..... \$15.95

ENCHILADA RANCHERA

Cheese Enchilada, Served with Guacamole, and Sour Cream..... \$14.95

ENCHILADA A LA CREMA

CHICKEN.....\$13.95

CHEESE AND ONION.....\$12.95

MOLE ENCHILADA.....\$13.95

PORK ENCHILADA.....\$13.95

Fajitas

(Served with Rice, Refried Beans & Tortillas)

TEXANA FAJITAS:

Marinated Steak, Chorizo, Shrimp
Grilled with Onion, Green & Red Peppers
with cheese sauce on top.....\$23.95

FAJITAS DE CAMARON:

Shrimp & Mushrooms, Sauteed with Grilled
Onions, Green & Red Peppers, Served with
Guacamole & Sour Cream\$20.95

FAJITAS DE POLLO:

Marinated strips of boneless chicken grilled with
onions, green & red peppers, served with guacamole
& sour cream.....\$20.95

FAJITAS FOR TWO:

Special combination for 2 people, choice of steak,
chicken, or make a mix of 2 kinds. Delivered sizzling
hot. Served with guacamole & sour cream.....\$32.95

FAJITAS AL PASTOR:

Marinated Pork, Grilled with Onions, Green & Red
Pepper.....\$18.95

FAJITAS AL CHIPOTLE:

Marinated Chicken with Chipotle Sauce
Grilled with Onion, green & red
peppers.....\$18.95

BEEF FAJITAS:

Marinated steak, delivered sizzling hot over a
bed of sauteed onion, red & green pepper,
served with guacamole & sour cream
.....\$20.95

VEGGIE FAJITAS:

Sauteed Vegetables, delivered sizzling hot.
Served with guacamole, sour cream &
Cholesterol - Free Beans.....\$14.95

MOLCAJETE:

Special Combination for 2 People
.....\$43.95

MIXED FAJITAS:

Chicken and Beef Served with Guacamole
& Sour Cream.....\$21.95

Chicken Dishes

(Served with Rice & Beans)

POLLO A LA CREMA:

Chicken breast cooked with Mushrooms
in a cream sauce.....\$19.95

ARROZ CON POLLO:

Chunks of chicken breast cooked on a grill,
served with Rice (NO BEANS) and a
special sauce.....\$19.95

POLLO EN MOLE:

Boneless chicken in a very special
sweet sauce.....\$19.95

POLLO ASADO:

Marinated chicken breast cooked over
charcoal served with guacamole.....\$19.95

POLLO A LA DIABLA:

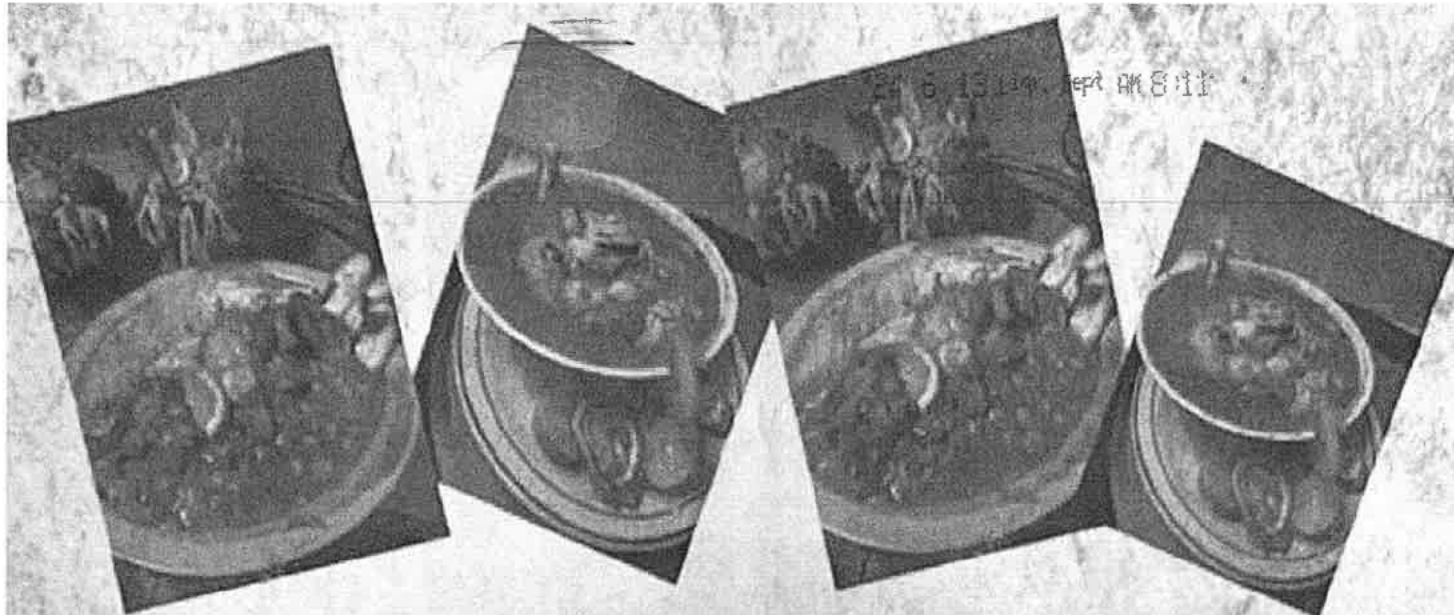
Chicken Breast Sauteed with Vegetables
in a Hot Sauce.....\$19.95

POLLO FUNDIDO:

Crispy Tortilla Filled with Shredded Chicken
topped with white cheese sauce,
Served with Rice\$17.50

CHICKEN TAMPIQUENA:

Chicken Breast filled with Shrimp and pico
de Gallo, wrapped with bacon,
topped with a Special Sauce.....\$23.95



Salads

(Served with Dressing. No Rice & Beans)

Aztec Salad

Bed of fresh lettuce, topped with
grilled chicken tenders,
carne asada, shrimp,
tomato & avocado slices\$17.95

Mixed Green Salad.....\$5.99

Taco Salad

Chicken or Beef.....\$7.95

Add Guacamole & Sour Cream.....\$10.95

Chicken Salad

Bed of fresh lettuce, topped
with grilled chicken tenders,
tomato & sprinkled
with parmesan cheese.....\$13.95

Avocado Salad

Bed of lettuce topped with
tomatoes, avocado slices,
cheese & croutons.....\$12.99

Side Orders

Burrito.....\$7.95

Bean & Cheese Burrito.....\$6.95

Bean Tostada.....\$5.95

Chile Toreado.....\$1.00

Enchilada.....\$3.95

Guacamole\$4.25

Lettuce.....\$1.00

Refried Beans.....\$3.99

Guacamole\$4.95

Portillas.....\$1.50

Tostada

Chicken, Beef or Shredded Beef.....\$7.95

Chile Relleno.....\$5.25

Chimichanga.....\$8.95

Carnitas Taco.....\$4.95

Cheese.....\$1.50

French Fries.....\$4.95

Guacamole Dip.....\$6.50

Mexican Rice....\$3.99

Sour Cream.....\$1.50

Taco.....\$3.95

Tomatoes.....\$1.50

Onions.....\$1.00

Limes.....\$1.95

Lunch Continued

15 Lgr. Dept. All 8-11

Served Monday-Friday Until 3PM Only

Served with rice and beans or cholesterol free beans upon request.

Egg Dishes

Huevos & Steak

Skirt steak cooked over charcoal, eggs over easy served on top with avocado & tomatoes.... \$13.95

Machaca

Slices of steak mixed with scrambled Eggs.... \$9.95

Chorizo & Eggs

Ground Mexican sausage mixed with eggs.... \$9.95

Huevos Rancheros

Eggs over-easy served on a soft tortilla, topped with rancherosauce & cheese... \$9.95

Huevos Divorciados:

Eggs over easy, served on a soft tortilla topped with green or red sauce. Served w/ Guacamole & Pico de Gallo.... \$9.95

Omelettes

Ham & Cheese Omelette.... 10.95

Avocado Omelette.... \$10.95

Vegetarian Omelette.... \$10.95

Deluxe Lunch Special

Served with Rice & Refried Beans

#10 Carne Asada

Skirt Steak cooked over charcoal served w/ guacamole & pico de gallo.... \$13.99

#11 Pork Carnitas

Tender pork served with guacamole & pico de gallo.... \$13.50

#12 Pollo Asado

Marinated chicken breast cooked over charcoal, served w/ guacamole & pico de gallo.... \$13.50

#13 Pollo en Mole

chicken breast cooked on the grill served with a special sweet sauce.... \$13.50

#14 Pollo a la Diabla

Chicken breast sauteed in vegetables & Hot sauce.... \$13.50

#15 Pollo A la Crema

Chicken breast cooked with mushrooms in a creamy sour cream sauce.... \$13.50

#16 Pollo Fundido

Shredded chicken inside a crispy tortilla, topped w/ white cheese sauce served with Rice.... \$13.95

#17 Camarones a la Villa en mojar

Bacon wrapped shrimp, deep fried.... \$13.95

#18 Camarones a la Crema

Shrimp sauteed w/ mushrooms in a creamy sour cream sauce.... \$13.95

#19 Arroz con Camaron

Shrimp sauteed with mushrooms, served with rice & special sauce (NO BEANS).... \$13.95

#20 Shrimp Enchiladas

2 Corn tortillas filled w/ Shrimp, topped with our special seafood sauce & sliced avocado.... \$13.95

Burritos

BEAN AND CHEESE.... \$8.95

SUPER BURRITO.... \$11.95

CHICKEN OR BEEF.... \$10.50

CHORIZO BURRITO.... \$10.95

ASADA BURRITO.... \$12.50

VEGGIE BURRITO.... \$10.50

SHRIMP BURRITO.... \$12.50

ALCOHOL BEVERAGES

Margaritas

(on the Rocks or Frozen)

Strawberry, Peach, Mango, Raspberry,
Pomegranate, or MIX (All Flavors).....\$9.95

Cadillac Margarita.....	\$13.95
Prickly Pear Margarita	\$13.95
Jalapeno Margarita.....	\$13.95
Cranberry Margarita.....	\$13.95
Coronita Margarita.....	\$13.95
Gecko Margarita.....	\$13.95
Rocky Point Margarita.....	\$13.95
Skinny Margarita.....	\$14.95
Blue Margarita.....	\$12.95
Regular Margarita.....	\$9.95

WINES

White	Glass	Bottle
-------	-------	--------

Moscato	\$7	\$24
Pinot Grigio	\$7	\$24
Chardonnay	\$7	\$24
White Zinfandel	\$7	\$24

RED

Carbenet	\$6	\$28
Pinot Noir	\$7	\$24
Red Blend	\$7	\$28
Merlot	\$6	\$24
Sangria	\$6	\$50

Beer/Cerveza

DRAFT BEER 16oz\$4.95

DOMESTIC: Bud, Bud Light,
Bud Light Lime, Miller, Miller
Light, Coors, Coors Light,
Ultra.....\$4.50

IMPORTED:
Negra Modelo, Modelo, Dos
Equis, Corona, Pacifico,
Tecate.....\$5.25

NON-Alcoholic:
O'Douls....\$3.50

Coffee Drinks

Mexican Coffee with Bailey's.....\$8.50

Specialty Cocktails

Tequila Sunrise.....	\$9.50
Pina Colada.....	\$9.50
Coco Loco.....	\$9.50
Sex On The Beach.....	\$9.50
Long Island Ice Tea.....	\$9.50
Mai Tai.....	\$9.50
Melon Ball.....	\$9.50
Strawberry Daiquiri.....	\$9.50

laquisa: Carnitas, carne asada, Pollo Asado
served with rice and beans topped with
guacamole and pico de gallo.....\$32.95

SOFT DRINKS

Pepsi
Diet Pepsi
Dr. Pepper
Lemonade
Root Beer



~~Orange Crush~~
Raspberry Tea
~~Mango tea~~
Mountain dew
\$2.55

MEXICAN DRINKS

Orchata
Jamaica

JUICES

Orange juice
Cranberry juice
Pineapple Juice

Tortas... \$11.95
(served with Frites)



24 6 13 14:09:00

RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

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

1. Name of restaurant (Please print): El Azteca

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

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

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

B. Cash Receipts/Disbursement Journals

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

12. Tax Records

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

13. Payroll Records

24 6 13 11:17 AM 8/12

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

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

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

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

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

A.R.S. §4-210(A)7

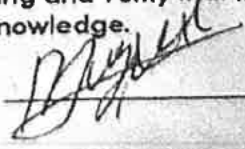
The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records,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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Applicant Signature: 

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

LC:

Amount:

24 6 14 Lique. Dept PM 1:30



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

Type or Print with Black Ink

DLIC USE ONLY

Job	288711
Date Accepted:	5-25-2024
CSA	Chays

FP Current

A000203061
5-13-24

License Number:

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

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

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

1. Check the
Appropriate
Box →

☒ Agent

☐ Controlling Person

2. Name: Moreno Miguel Birth Date: _____
Last First (NOT a public record)

3. Social Security #: _____ Drivers License #: _____ State Issued: Arizona

4. Place of birth: Juchitlan Jalisco MX Height: 5'08" Weight: 190 Eyes: BRO Hair: BRO
City State COUNTRY

5. Name of current/most recent spouse: Guirran Emma B Birth Date: _____
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 06/2003

7. Daytime telephone number: 928-358-3145 Email address: miguel.mgel@gmail.com

8. Premises Name: El Azteca Business Phone: 928 532 3488

9. Premises Address: 4817 S White Mountain Blvd Show Low AZ Navajo 85901
Street (do not use PO Box) City State County Zip

4/18/2023

Page 1 of 2

Individuals requiring ADA accommodations please call (602) 542-2999

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2024	CURRENT	El Azteca LLC	4817 S White Mountain Blvd Shadow Ar
06/2003	04/2024	Los Corrales	845 E White Mountain Blvd Pinetop, Az 85935

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

FROM Month/Year	TO Month/Year	Street	City	State	Zip
05/2013	CURRENT	296 Mountain View Dr	Lakeside	AZ	85929

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

Signature: [Signature] Date: 06/13/2024



ALIEN STATUS

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

Type or Print with **Black Ink**

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Miguel Moreno

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

City Juchitlan State Jalisco COUNTRY Mexico

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

2) Name of document: Arizona Drivers License

If you answered No, you must complete Sections III.

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

24 6 14 14y. Dept PW 1 37

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

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

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

SECTION III – QUALIFIED ALIEN DECLARATION

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

Name of document provided

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

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

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

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

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

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

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

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

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

Miguel Moreno

Print Name

Signature

06/13/2024

Date

Arizona

DRIVER LICENSE

USA

'24 6 14 Liq. Dept PM 1:00



4 CLASS D
5 END NONE
12 REST NONE

1 MORENO
2 MIGUEL

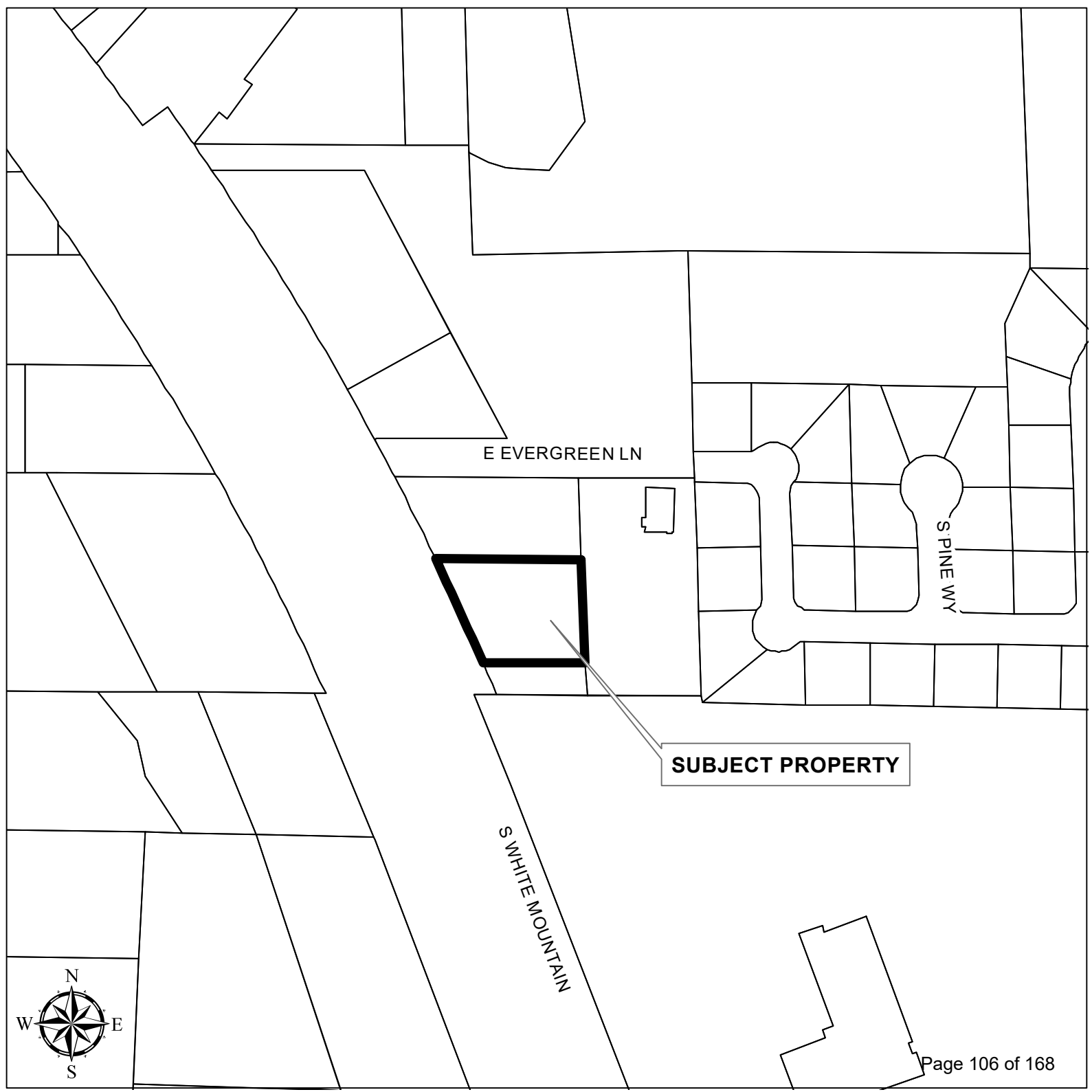
3 296 MOUNTAIN VIEW DR
LAKEVIEW, AZ 85029-6434

6b EXP 12/06/2027 4b ISS 12/06/2019

15 SEX M 11 EYES BRO
16 HGT 5-08 18 HAIR BRO
17 WGT 190 lb



Miguel



E EVERGREEN LN

S PINE WY

S WHITE MOUNTAIN

SUBJECT PROPERTY





E EVERGREEN LN

S PINE WY

S WHITE MOUNTAIN

SUBJECT PROPERTY



MTG DATE: 7/16/2024
ITEM: 7.B

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: PUBLIC HEARING and Consideration of Ordinance No. 2024-08 Amending Zoning Ordinance of the City, Changing Zoning of Property Described as A.P.N. 210-33-040C from AR-43 (Agricultural-Residential 43,000 Square Feet) Zoning to C-2 (General Commercial) (Justen Tregaskes)

RECOMMENDATION

By unanimous consent, read Ordinance No 2024-08 by title only, as all Council Members have a copy.

I **MOVE** to adopt Ordinance No. 2024-08.

BACKGROUND

Joseph Holland of NV Us Investments LLC submitted a request to annex A.P.N. 210-33-040C. On April 23, 2024, a public hearing for the annexation was held. On June 4, 2024, the Show Low City Council approved the annexation of A.P.N 210-33-040C. As stated during the annexation process, the purpose of this request was to allow for the development of multi-family housing on this subject property and adjacent parcel.

Prior to the annexation, the parcel was zoned A-General in the County. State statute requires an annexed parcel's zoning to be the same or closest comparable zoning, which is AR-43 (Agricultural-Residential, 43,000 square feet).

The applicant has submitted a request to rezone A.P.N. 210-33-040C from AR-43 (Agricultural-Residential 43,000 Square Feet) to C-2 (General Commercial) to allow for the development of multi-family housing on the subject property. The applicant owns the adjacent property and desires to develop the properties concurrently. The site plan provided by the applicant includes five duplex buildings for a total of ten units. City Code allows for multi-family development on commercially zoned property, subject to the R2-7 (Single-Family and Multiple-Family Residential, 7,000 square feet) zoning district standards.

On June 25, 2024, a public hearing for this request was held by the Planning and Zoning Commission. The applicant was not in attendance. City Code requires the applicant to be present in order for action to be taken. Public testimony received during this meeting from the property owner to the north included privacy concerns and a request for a 16-foot tall wall along the north property line. The public hearing and consideration of this item were continued until July 9, 2024, to allow the applicant to be present. Public input was also allowed at this meeting. Similar concerns related to privacy and a wall between the two properties were voiced by the adjacent property owner. Following the public hearing, the commission voted six to zero (Commissioner Hatch was absent) to approve the zone change request subject to specified conditions and forward this recommendation to the City Council.

ATTACHMENTS

1. Ordinance No. 2024-08
2. Findings of Fact 7.9.24
3. 605-03-121- Subj. Prop. Maps
4. 605-03-121- Application
5. 2024 3-4 Neighborhood Letter for Re-zone

FISCAL IMPACT

N/A

CITY OF SHOW LOW ORDINANCE NO. 2024-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, AMENDING THE ZONING ON PROPERTY LOCATED IN THE SOUTHEAST-QUARTER OF THE NORTHWEST-QUARTER OF THE SOUTHEAST-QUARTER OF THE NORTHEAST-QUARTER OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 22 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS A.P. NO. 210-33-040C AR-43 (AGRICULTURAL-RESIDENTIAL 43,000 SQUARE FEET) TO C-2 (GENERAL COMMERCIAL)

RECITALS:

WHEREAS, on April 23, 2024, City Council approved the annexation of A.P.N. 210-33-040C; and

WHEREAS, upon annexation, the property was zoned the same or the closest zoning as Navajo County, which is AR-43 (Agricultural Residential 43,000 square feet); and

WHEREAS, the property owner, NV Us Investments, LLC, owns the adjoining property, which is zoned C-2 (General Commercial) and is seeking a zone change to A.P.N. 210-33-040C to a C-2 zone to allow for the development of multifamily housing; and

WHEREAS, Chapter 19.30 of the Zoning Ordinance of the City of Show Low establishes zoning districts within the City of Show Low as shown on the map entitled "Zoning Map of the City of Show Low", which is incorporated in Article 19.10 by reference and empowers the City Council to make changes in said zoning districts; and

WHEREAS, the Planning and Zoning Commission, at its Regular Meeting of July 9, 2024, held a public hearing on the zone change herein described and recommended the zone change be adopted by the City Council with additional recommendations.

ENACTMENT:

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

The zoning of the subject property is hereby amended by changing the property graphically represented on Exhibit A, attached hereto and made a part hereof by this reference, to show the location boundaries of the subject property as said location and boundaries are shown on Exhibit A; to have the effect of amending the zoning of the property legally described on Exhibit B, attached hereto and made a part hereof by this reference, known as A.P. No. 210-33-040C from AR-43 (Agricultural Residential 43,000 square feet) to C-2 (General Commercial); with those conditions indicated on Exhibit C, attached hereto and made a part hereof by this reference.

PASSED AND ADOPTED this 16th day of July 2024, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna Atencio, City Attorney

Exhibit A

SUBJECT PROPERTY MAP

Subject Property: A.P.N. 210-33-040C

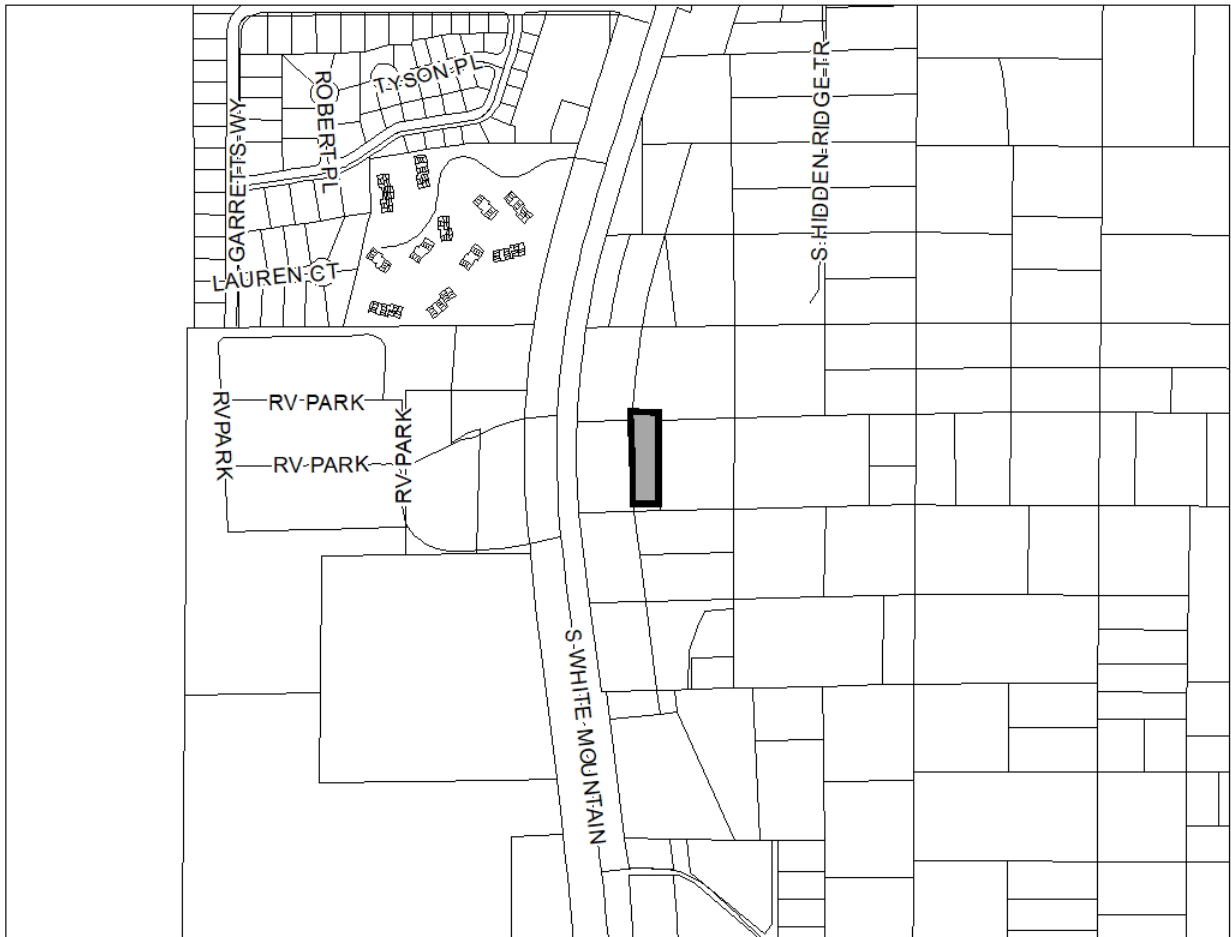


Exhibit B

LEGAL DESCRIPTION

**LEGAL DESCRIPTION
ASSESSOR'S PARCEL NUMBER 210-33-040C
±0.51 ACRES**

A portion of the Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter of Section 32, Township 10 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, more particularly described as follows:

BEGINNING at a found 1/2" rebar with a #29865 plastic cap marking the Southwest corner of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter;

Thence North 00°19'03" East, along the West line of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter a distance of 328.90 feet to a found 1/2" rebar with a #29865 plastic cap marking the Northwest corner of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter;

Thence North 89°25'19" East, along the North line of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter, a distance of 66.99 feet to a found 5/8" rebar with a #13005 aluminum cap;

Thence South 00°10'35" West, a distance of 329.28 feet to a found 5/8" rebar with a #13005 aluminum cap lying on the South line of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter;

Thence South 89°44'52" West, along said South line, a distance of 67.80 feet to **THE POINT OF BEGINNING**.

Containing 0.51 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.

Exhibit C

CONDITIONS

1. All development shall comply with all applicable federal, state, and local requirements, including ADOT, building code, and fire codes.
2. A fence is required along the north property line of the subject property being rezoned in conformance with the R2-7 development standards of the City zoning ordinance.
3. No fence is required along the east and south property lines of the subject property being rezoned.
4. The applicant shall develop the property in substantial conformance with the submitted site plan, including the front parcel zoned C-2, and not subject to the rezone request.
5. The setback to the north of the subject property being rezoned shall be increased to 20 feet.
6. A tree preservation plan that meets the requirements of the C-2 zoning district be submitted with building plans for City approval.

FINDING OF FACT

1. Joseph Holland of NV Us Investments LLC has submitted a request to rezone A.P.N. 210-33-040C from AR-43 (Agricultural-Residential 43,000 Square Feet) to C-2 (General Commercial) to allow for the development of multi-family housing on the subject property. A conceptual site plan has been included which contains five (5) duplex units, for a total of ten (10) units.
2. The parcel is approximately 0.51 acres in size. The applicant has indicated that they wish to rezone the subject property to the same zoning as the adjacent parcel (210-33-040B) then combine the two parcels for joint development.
3. The annexation of A.P.N 210-33-040C into the City of Show Low was approved by the City Council at their meeting on June 4, 2024, with the passing of Ordinance No. 2024-05.
4. The applicant held a neighborhood meeting, on March 20, 2024, with property owners located within 300 feet of the subject property. No neighbors attended the meeting.
5. On June 25, 2024, a meeting was held with the Planning and Zoning Commission for the public hearing and consideration of the zone change. However, the applicant was not in attendance. City Code requires the applicant to be in attendance. Therefore, the Commission continued the item to the next meeting.
6. One neighboring property owner spoke during the Public Hearing requesting a sixteen (16) foot tall block wall between his property and the proposed project.
7. Current zoning of the surrounding properties include:
 - North: A-General (Residential)
 - South: A-General (Residential)
 - East: A-General (Residential)
 - West: C-2 (General Commercial)
8. The current land uses of the surrounding properties include:
 - North: Residential / County
 - South: Residential / County
 - East: Vacant Residential / County
 - West: Vacant Commercial / City
9. Transmittal memos were sent to all affected agencies, no applicable comments were received.
10. The property was posted, letters were sent to all the neighbors within 300 feet of the subject property and a notice was published in the newspaper in accordance with City Code. Two phone calls from area property owners requesting general information were received.

STAFF RECOMMENDATIONS

After reviewing the Standards for Review, Finding Facts, discussions with the applicant, the City of Show Low Zoning and Land Ordinances, and the City of Show Low General Plan, staff recommends that the Planning and Zoning Commission approve zone change request 605-03-121 submitted by Joseph Holland of NV Us Investments LLC to rezone A.P.N. 210-33-040C from AR-43 (Agricultural-Residential, 43,000 Square Feet) to C-2 (General Commercial) to allow for the development of multi-family housing, subject to staff recommendations and forward this recommendation to the City Council.

1. All development shall comply with all applicable federal, state, and local requirements including ADOT, building code, and fire codes.

STANDARDS FOR REVIEW

General Plan

Land Use

- Goal:** Preserve natural surroundings and the rural, hometown atmosphere
- Objective:** Promote infill and indicate prime growth areas for programmed expansion of service systems to discourage sprawl.
- Objective:** Develop land use regulations that encourage preservation of trees and open space in developments.
- Goal:** Stress compatibility of land uses.
- Objective:** Reduce negative impacts on residential areas.

Housing

- Goal:** Maintain residential consistency, balance and spacious appearance.
- Objective:** Provide a Land Use Plan and zoning that strive to achieve compatibility with dissimilar uses next to each other.
- Goal:** Integrate open space and parks into housing developments.

Zoning Ordinance

Article I. AR-43 Zone – Agricultural-Residential (43,000 Square Feet)

19.45.010 Purpose.

This district is intended to promote and preserve agricultural areas, open spaces, and low-density residential development. Regulations and property development standards are designed to protect the open space character of the district and to prohibit all incompatible activities. Land use is composed chiefly of individual homes on large lots (forty-three thousand (43,000) square feet minimum) and low intensity agricultural. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-50(A))

19.45.020 Permitted uses.

- (A) One (1) single-family dwelling or one (1) manufactured home.
- (B) Farming and agriculture, including the raising of crops.
- (C) The keeping of animals such as cattle, horses, sheep and goats but not to exceed one
 - (1) head per twenty thousand (20,000) square feet of fenced pasture area, provided such animals are kept no closer than one hundred (100) feet from any zoning district boundary except GA-5 or AR-43 zones.
- (D) The keeping of fowl, provided such animals are kept no closer than one hundred (100) feet from any zoning district boundary except GA-5 or AR-43 zones (refer to Title [5](#), Animals).
- (E) Customary accessory uses and buildings, provided such uses are incidental to the principal use. Accessory buildings shall not be permitted in any required yard setbacks. Any accessory building requiring a building permit shall be of conventional construction or, if metal, shall be architecturally altered to the satisfaction of the planning and zoning director. For properties greater than two (2) acres in area metal buildings shall not require alteration.
- (F) Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
- (G) Publicly owned and operated schools, parks and recreation uses.
- (H) Home occupations.
- (I) Attached guest units in accordance with Section 19.25.230(A).
- (J) Group home for the handicapped. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-50(B))

19.45.030 Conditional uses.

- (A) One (1) additional single-family dwelling for use as a guest house not to exceed the total living area of the main dwelling provided the total intensity of land use shall be a minimum of forty-three thousand (43,000) square feet of lot area per dwelling unit.
- (B) Places of worship, fraternal and social facilities, meeting halls and similar uses.
- (C) Public utility buildings, structures, or appurtenances thereto for public service use.
- (D) Public and quasi-public facilities which provide essential services including hospitals, police and fire stations and substations, and cemeteries.
- (E) Private schools.
- (F) Temporary home and land sales offices provided they are located within the same subdivision as the land and homes that are offered for sale.
- (G) Golf, rod and gun, tennis, and country clubs.
- (H) Bed and breakfast. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-50(C))

19.45.040 Property development standards.

- (A) *Minimum Lot Area.* Forty-three thousand (43,000) square feet.
- (B) *Minimum Average Lot Width.* One hundred (100) feet.
- (C) *Minimum Lot Frontage.* Forty (40) feet.
- (D) *Maximum Lot Coverage.* Forty (40) percent.
- (E) *Maximum Number of Accessory Buildings.* Two (2) for properties less than two (2) acres in area. For properties greater than two (2) acres in total area the number of accessory buildings may be increased through the approval of a conditional use permit.
- (F) *Maximum Accessory Buildings Coverage.* No greater than fifty (50) percent of the primary dwelling unit (unless approved through a conditional use permit).
- (G) *Minimum Street Side Setback.* Thirty (30) feet. Where lots have a double frontage, the thirty (30) foot yard shall be provided on both streets.
- (H) *Minimum Side Yard.* Ten (10) feet, except where a side lot line abuts a street there shall be a side yard of not less than thirty (30) feet.
- (I) *Minimum Rear Yard.* Twenty (20) feet.

(J) *Maximum Building Height.* Not to exceed thirty-five (35) feet.

(K) *Minimum Dwelling Size.* Exclusive of patios, porches and garages, one thousand five hundred (1,500) square feet. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-50(D))

19.45.050 General provisions.

The provisions of Chapter 19.25 shall apply. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-50(E))

19.45.060 Signs.

The provisions of Chapter 19.100 shall apply. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-50(F))

19.45.070 Parking and loading.

The provisions of Chapter 19.105 shall apply. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-50(G))

19.45.080 Plan review.

The provisions of Chapter 19.15 shall apply to all uses. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-50(H))

Article II. C-2 Zone – General Commercial

19.70.090 Purpose.

The purpose of this district is to provide for General Commercial uses to serve the community and White Mountain region. Property development standards are designed to encourage orderly, attractive and compatible commercial development in the city. Single-family residential development shall be prohibited in the General Commercial zone. Because no list of uses can be complete, decisions on specific uses not included as examples on the following lists of permitted and conditional uses will be made by the planning and zoning director. (Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2005-10, § 4, 4-19-05; Ord. No. 2006-07, § 7, 3-7-06; Ord. No. 2006-20, § 3, 8-15-06; Ord. No. 2009-08, §§ 1, 2, 6-2-09; Ord. No. 2010-08, §§ 1, 2, 5-4-10. 1976 Code § 15-1-60(A))

19.70.100 Permitted uses.

(A) All uses identified as “permitted uses” in the Neighborhood Commercial zone.

(B) Merchandise must be sold on site. Uses permitted under this category shall include, but are not limited to, the following:

Aerobics studios;

Artificial limbs and braces, sales and manufacturing;
Assayers;
Assembly halls and auditoriums;
Auction halls with goods stored and auctioned within a building;
Automobile parts and supplies, retail sales;
Automobile sales, licensed franchise dealers;
Automobile rental and leasing;
Awnings, custom, retail sales and fabrication (indoor only);
Balls and bearings, retail sales;
Barber and beauty supply and equipment, retail sales;
Beer, ale and wine distributors (no bottling);
Blood and plasma centers;
Boat sales and service;
Bottled fuel, storage and distribution (no bulk storage, 500-gallon maximum capacity);
Bowling alleys;
Building materials, retail sales;
Burglar alarm equipment, sales, service and monitoring;
Camper sales;
Candy, retail and wholesale sales and distribution;
Carpet, rug, and furniture cleaners;
Cesspool builders and service (offices only);
Charitable institutions;
Christian Science reading rooms;
Cigarette vending service;
Clothing, retail sales and alterations;
Coin machines, rental and service;
Collection agencies;
Contractors' offices;
Cosmetics, retail sales;
Costume rental;
Crockery, retail sales;
Dairies, retail sales of products;
Dental laboratories;
Dental supplies;
Department stores;
Diaper supply services;
Drive through restaurant not adjacent to residentially zoned property;
Electrical contractors' shops;
Electrical equipment, retail sales;
Engravers;
Entertainment bureaus;
Express, messenger and courier companies, office and dispatch only;
Feed, retail sales, office;
Financial institutions, drive through permitted;
Fire protection equipment, retail sales and service;
Floor coverings and refinishing;
Food products, sales and warehousing;
Furnaces, retail sales and repair;

Furniture, retail sales, repair and refinish;
Garage equipment, retail sales;
Garages (parking, public);
Gas appliances, retail sales and service;
Gas companies, offices only;
Gas regulating equipment, sales and service;
Glass and mirror sales, installation and repair;
Groceries, retail sales;
Guns, retail sales and repairs;
Gymnasiums, private and commercial;
Hardware, retail sales;
Hats, retail sales and repair;
Headstone (tombstone) sales and display;
Health clubs;
Health food products, retail sales;
Heating, ventilating and air conditioning equipment, retail sales;
Historical museums;
Hobby shops;
Home appliance sales and service;
Home electronics, general sales and service;
Home improvement sales, within an enclosed building;
Hospital service organizations;
Hotel equipment and supplies, retail sales;
Hotels and motels;
House furnishings, retail sales;
Janitorial supplies, retail sales;
Laboratories, clinical and dental (accessory to medical offices);
Lawnmower repair shops;
Leather goods, custom;
Linen supply, laundry services;
Locksmith shops;
Martial arts studios;
Medical supplies, retail sales and rental;
Mortuaries;
Motion picture equipment, retail sales and display;
Motor freight companies, offices only;
Motorcycles, sales and service;
Musical instruments, repairing, service, retail sales;
Music studios;
News services;
Office furniture, equipment and supplies, retail sales and showroom;
Oil burner, retail sales;
Painting equipment and supplies, retail sales;
Parking lots, commercial;
Pet shops, retail sales;
Pharmaceuticals, distribution and sales;
Photographic developing;
Physical therapy equipment, retail and wholesale;

Playground equipment, retail sales;
 Plumbing fixtures and supplies, display and retail sales;
 Printers;
 Printer's equipment and supplies, sales;
 Public transportation depot;
 Radio and television studios;
 Record retention center;
 Restaurants, beer and wine only;
 Restaurant equipment, retail sales;
 Safes, repair and sales;
 Saw sharpening shops;
 School equipment and supplies, retail and wholesale;
 Second hand goods which do not accept donations;
 Sewing machines, retail sales and repair;
 Shoe repairing equipment and supplies, sales;
 Skating rinks;
 Soaps, retail sales;
 Soda fountain supplies, retail;
 Sound systems and equipment, retail sales and repairs;
 Sporting goods, retail and wholesale;
 Swimming pool supplies;
 Tack shops;
 Theaters;
 Tobacco sales;
 Vacuum cleaners, retail sales and service;
 Variety stores, retail sales;
 Vehicle service;
 Veterinarians, retail sales and supplies;
 Video sales and rental;
 Window cleaning service;
 Window display installation, studio and shop;
 Woodworking equipment, retail sales.

- (C) *Multiple-Family Dwellings*. Up to ten (10) units (must meet the standards of the R2-7 zone). Manufactured homes are excluded. Includes a single, site built residence attached to a business for use as a caretakers residence. (Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2005-10, § 4, 4-19-05; Ord. No. 2006-07, § 7, 3-7-06; Ord. No. 2006-20, § 3, 8-15-06; Ord. No. 2009-08, §§ 1, 2, 6-2-09; Ord. No. 2010-08, §§ 1, 2, 5-4-10. 1976 Code § 15-1-60(B))

19.70.110 Conditional uses.

- (A) Acoustical material, sales;

Agricultural implements, distributions and display, retail sales;
 Ambulance service;
 Amusement park;
 Automobile, body and fender shops;

Automobile radiator shops;
Automobile sales, used;
Bars, taverns, cocktail lounges;
Cabinetmaker;
Carbide sales and distribution;
Car wash;
Clothing manufacturing;
Cold storage (no slaughtering);
Cosmetics, compounding, packaging and storage;
Crematorium;
Dairy products manufacturing;
Dance halls;
Drive-in theaters;
Drive-through restaurants adjacent to residentially zoned property;
Equipment rental (indoor storage only);
Express companies, warehouses and garages;
Exterminators;
Family game centers;
Farm implements and machinery, retail sales;
Firewood storage;
Food processing;
Frozen foods processing;
Frozen foods, wholesale storage and distribution;
Fuel dispensing (retail only);
Furniture, wholesale and storage;
Golf or baseball driving ranges;
Groceries, wholesale and warehouse;
Heliport (medically related);
Homeless shelters;
Horseshoeing;
Hospitals;
Imported goods, wholesale, warehouse;
Indoor shooting range;
Ink, compounding, packaging, sales and storage;
Laboratories, testing and research;
Liquidators;
Liquor stores;
Lubricating compounds, wholesale, storage;
Lumber, sales;
Machine shops;
Machine tools, sales and storage;
Machinery dealers, retail sales and showrooms;
Manufactured home parks and subdivisions, subject to the property development standards of the MH zone;
Massage establishments;
Material handling;
Microbrewery;
Miniature golf;

Missions, religious;
Monument works. No outdoor sandblasting;
Multiple-family dwellings, beyond ten (10) units (must meet the standards of the R2-7 zone). Manufactured homes excluded;
Newspaper printing;
Nonchartered financial institutions;
Nursing homes;
Oil burners, service and repair;
Painting equipment and supplies, wholesale storage;
Paper products, wholesale and storage;
Pawnbroker, pawnshop;
Plant nurseries;
Plumbing fixtures and supplies, wholesale, storage;
Pool and billiard halls;
Produce, wholesale, storage;
Public and civic uses serving alcoholic beverages;
Public storage garages;
Public/private utility structures, and appurtenances thereto for public service use;
Quick freeze plants;
Radio and television broadcasting stations;
Recreational vehicle parks or campgrounds subject to the regulations in Section 19.25.200;
Recreational vehicle sales and service (licensed franchise dealers);
Recreational vehicle sales (used);
Refrigerators (wholesale and storage);
Rehabilitation centers;
Restaurants serving alcoholic beverages other than beer or wine;
Secondhand goods which accept donations;
Sheet metal work;
Sign shops, fabrication and painting;
Soaps, compounding, packaging, storage;
Surplus stores;
Taxicab garages;
Taxidermists;
Tire repairing equipment and supplies;
Toiletries, compounding, packaging, storage;
Trailer rental;
Trailer sales;
Vehicle repair;
Veterinary clinics that board animals;
Wine bottling.

(B) *Manufacturing.* Manufacturing incidental to a permitted sales or service shall be permitted through a conditional use permit subject to the following:

- (1) Such manufacturing activity shall be restricted to not over fifty (50) percent of the ground floor area of the building devoted to the permitted use.

- (2) All such manufacturing shall be conducted within a completely enclosed building, and there shall be no external evidence of the activity such as noise, vibration, smoke, odor, dust, gas, glare, etc. (Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2005-10, § 4, 4-19-05; Ord. No. 2006-07, § 7, 3-7-06; Ord. No. 2006-20, § 3, 8-15-06; Ord. No. 2009-08, §§ 1, 2, 6-2-09; Ord. No. 2010-08, §§ 1, 2, 5-4-10. 1976 Code § 15-1-60(C))

19.70.120 Property development standards.

- (A) *Minimum Lot Area*. Five thousand (5,000) square feet.
- (B) *Minimum Lot Width*. Fifty (50) feet.
- (C) *Minimum Street Side Setback*. Ten (10) feet. Where lots have a double frontage, the ten (10) foot yard shall be provided on both streets.
- (D) *Minimum Side Yard*. None, except where a side lot line adjoins a lot in a residential zone, there shall be a fifteen (15) foot side yard, and where a side lot line abuts a street, there shall be a ten (10) foot side yard. Requirements for separation as outlined in the International Building Code shall be met.
- (E) *Minimum Rear Yard*. Six (6) feet, except where a rear lot line adjoins a lot in a residential zone, there shall be a twenty (20) foot rear yard or the height of the building, whichever is greater. Requirements for separation as outlined in the International Building Code shall be met.
- (F) *Building Design*. Maximum building height shall be forty-five (45) feet, except by conditional use permit. The placement of manufactured homes/buildings is prohibited. All buildings located within the General Commercial zoning district shall comply with the following:
 - (1) A minimum of two-thirds (2/3) of the primary building surface (defined as walls visible from the right-of-way or adjacent properties) exclusive of windows and doorways shall be treated with natural appearing materials such as stone, split face block, siding, brick, or exposed beams. The remaining one-third (1/3) of the primary building surface shall be treated with materials complementary in characteristics to the primary treatment material. Treatment shall be equally distributed on all building sides.
 - (2) Primary facade planes which are visible from the public right-of-way and exceed fifty (50) feet in length shall require the addition of architectural elements such as building offsets, covered porches, or bay windows.
 - (3) All roof overhangs shall be a minimum of twelve (12) inches in width.
 - (4) No metal siding utilizing vertical seams shall be allowed.

(G) *Landscaping.* All development located within the C-2 (General Commercial) zoning district shall be accompanied with a landscaping plan. This landscaping plan shall incorporate the following:

- (1) An average of ten (10) feet of the lot measured from the front property line and the street side property line, extending the developed length of the property (except for driveways) with a minimum distance of three (3) feet from the front property line and the street side property line, extending the developed length of the property (except for driveways), shall be landscaped.
- (2) All open areas not designated and surfaced for parking shall be landscaped with trees, shrubs, ground cover, pedestrian walkways and plazas in a manner acceptable to the planning and zoning director or his/her designee.
- (3) A minimum of thirty (30) percent of the required landscaping area shall consist of vegetative ground cover. The remaining area may be landscaped with rock, gravel or similar landscaping materials. A minimum of one (1) tree per two hundred (200) square feet of required landscaped area shall be provided. In addition, a minimum of one (1) bush or shrub shall be provided for every one hundred (100) square feet of required landscaped area. Trees, bushes and shrubs may be grouped. The use of native or indigenous species is required. A list of approved trees, shrubs, bushes and ground cover is available from the community development department. Deviations from this list may be permitted following written approval from the planning and zoning director. In addition to these landscaped portions, an area equal to at least five (5) percent of the required parking area exceeding twenty thousand (20,000) square feet shall be landscaped. Preservation of existing trees is strongly encouraged.
- (4) All landscaping shall be installed and maintained in substantial conformance to the submitted and approved landscaping plan.

(H) *Screening.*

- (1) Where the lot adjoins a residential zone, dissimilar uses shall be screened from the residential property by a solid material fence six (6) feet in height as defined in Chapter [19.25](#) or as otherwise allowed or required by the planning and zoning commission.
- (2) All outdoor storage must be screened from the public view and from the view of the adjoining property owners. A sight-obscuring fence shall be built, or sight-obscuring landscaping fence shall be planted, and maintained around the perimeter of the outdoor storage area. (Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2005-10, § 4, 4-19-05; Ord. No. 2006-07, § 7, 3-7-06; Ord. No. 2006-20, § 3, 8-15-06; Ord. No. 2009-08, §§ 1, 2, 6-2-09; Ord. No. 2010-08, §§ 1, 2, 5-4-10. 1976 Code § 15-1-60(D))

19.70.130 General provisions.

The provisions of Chapter 19.25 shall apply. (Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2005-10, § 4, 4-19-05; Ord. No. 2006-07, § 7, 3-7-06; Ord. No. 2006-20, § 3, 8-15-06; Ord. No. 2009-08, §§ 1, 2, 6-2-09; Ord. No. 2010-08, §§ 1, 2, 5-4-10. 1976 Code § 15-1-60(E))

19.70.140 Signs.

The provisions of Chapter 19.100 shall apply. (Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2005-10, § 4, 4-19-05; Ord. No. 2006-07, § 7, 3-7-06; Ord. No. 2006-20, § 3, 8-15-06; Ord. No. 2009-08, §§ 1, 2, 6-2-09; Ord. No. 2010-08, §§ 1, 2, 5-4-10. 1976 Code § 15-1-60(F))

19.70.150 Parking and loading.

The provisions of Chapter 19.105 shall apply. (Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2005-10, § 4, 4-19-05; Ord. No. 2006-07, § 7, 3-7-06; Ord. No. 2006-20, § 3, 8-15-06; Ord. No. 2009-08, §§ 1, 2, 6-2-09; Ord. No. 2010-08, §§ 1, 2, 5-4-10. 1976 Code § 15-1-60(G))

19.70.160 Plan review.

The provisions of Chapter 19.15 shall apply to all uses. (Ord. No. 522, §§ 1 – 4, 1-7-03; Ord. No. 2005-10, § 4, 4-19-05; Ord. No. 2006-07, § 7, 3-7-06; Ord. No. 2006-20, § 3, 8-15-06; Ord. No. 2009-08, §§ 1, 2, 6-2-09; Ord. No. 2010-08, §§ 1, 2, 5-4-10. 1976 Code § 15-1-60(H))

19.10.100 Text amendments and zone changes.

(A) *Purpose.* The purpose of this section is to allow amendments to the text of these zoning regulations or the zoning map so that the city may respond to changing conditions. The provisions of this section are not intended to relieve particular hardships nor to confer special privileges.

(B) *Application Process.*

(1) *Authorized Applicant.* An applicant for an amendment to change the zoning on any property shall be one (1) of the following:

- (a) The owner(s) and/or authorized agent of the property;
- (b) One (1) or more of several joint owners of property who own individually or as a group and hold a majority interest in the property;
- (c) Seventy-five (75) percent, or more, of the owners of property in the area and seventy-five (75) percent, or more, of the land area covered by the application when the application covers more than one (1) property;
- (d) The city council or planning and zoning commission on its own motion at a public meeting.

(2) *Submittal Requirements.* To have a zoning ordinance or zoning map amendment processed the applicant shall submit an application on a form provided by the planning and zoning department and shall comply with each of the following requirements, as deemed applicable by the planning and zoning director:

- (a) A pre-application meeting shall be arranged by the applicant with the planning and zoning director to discuss any proposed amendment prior to any application submittal.
- (b) A neighborhood meeting shall be coordinated through the planning and zoning director but conducted solely by the applicant with city staff attending for observation and general questions only. This neighborhood meeting shall take place prior to the application being deemed complete.
- (c) A narrative of how the proposed amendment is consistent with and conforms to the general plan and with the development plan map of the City of Show Low. Any contemplated uses shall be explained within the narrative, as well as outlining the neighboring land uses adjacent to the property.
- (d) The pre- and post-zoning densities for the particular subject property shall also be calculated and included into the narrative.
- (e) At least one (1) reasonably detailed and legible map no smaller than eight and one-half (8-1/2) inches by eleven (11) inches showing the particular property or properties that are being petitioned for a change and showing the adjoining properties and the public streets within a radius of three hundred (300) feet from the external boundaries of the proposed zoning map amendment. Indicate the location of buildings and parking areas, and the setback of the existing buildings and parking areas.
- (f) A statement revealing any conditions or restrictions of record (if any), such as floodplain, deed restrictions, liens, etc., which would affect the permitted uses of the property if rezoned as requested and the date or dates (if any) of expiration thereof.
- (g) Such conceptual plans, photographs, drawings, building elevations, and other supporting documents (if any) as the applicant may desire to present or deemed necessary by the planning and zoning director.
- (h) Mandatory applicant attendance: Applicants, or their representative with authority to speak for and bind the applicant, shall be present at all meetings and public hearings required under this section.
- (i) *Representations of Applicant Binding.* All representations by the applicant, or by the applicant's authorized representative, made in writing, or during any city public meeting or public hearing, or by any submitted plan, plat, drawing or other graphic depiction in support of the application, and designated in the record by the planning and zoning commission and/or city council, shall be deemed to be conditions of approval.

- (j) Diminution of fair market value waiver required: An executed, notarized waiver by the owner of the subject property of any and all claims for diminution in fair market value as defined by A.R.S. § [12-1134](#) arising out of the subject application shall be submitted.
- (C) *Staff Review.* A completed application for an amendment to the text of these regulations or the zoning map shall be submitted to the planning and zoning director at least twenty-five (25) days prior to the public hearing. The required twenty-five (25) day period shall commence once a complete application has been received and deemed complete by the planning and zoning director or designee and shall not include the day of submittal, nor shall it include the day of the meeting. The recommendation shall be submitted to the planning and zoning commission prior to the scheduled public hearing. The recommendation shall set forth whether the amendment or rezoning should be granted, granted with conditions, or denied, and the grounds for any such recommendations as they relate to the standards and purposes of the zoning district classifications set forth in this chapter.
- (D) *Standards for Reviewing Proposed Amendments.* All proposed amendments shall be evaluated to ensure the application is consistent with and conforms to the general plan and any other adopted plans. The proposed change shall not be detrimental to the majority of the persons or property in the surrounding area, nor to the community in general.
- (E) *Public Hearing.* The planning and zoning commission shall at a minimum give notice and shall conduct a public hearing on the application in accordance with the requirements of A.R.S. § 9-462.04 and amendments thereto. Notwithstanding the notice requirements set forth in this section, the failure of any person or entity to receive notice shall not constitute grounds for any court to invalidate the action for which the notice was given.
- (F) *Commission Action.* The planning and zoning commission shall review the application and the testimony presented in the public hearing and shall render a decision at the conclusion of or within thirty (30) days after the public hearing in the form of a written recommendation to the city council. The recommendation shall include the standards for review, the commission's findings of fact and its recommendation. If more information is requested by the commission, the public hearing may be continued one (1) time to a specific date not to exceed thirty (30) days from the originally scheduled public hearing.
- (G) *Council Action.*
 - (1) Once the commission has held a public hearing, the council may adopt the recommendation of the commission without holding a public hearing if there is no objection, no request for public hearing, or other protest. If requested by any aggrieved party, any member of the public and/or any member of the city council, the council shall give notice and shall conduct a public hearing on the application in accordance with the requirements of A.R.S. § 9-462.04 and amendments thereto. If a public hearing is held by the city council a decision shall be rendered at the conclusion of or within thirty (30) days after the public hearing.

- (2) If the owners of twenty (20) percent or more, either of the area of the parcel(s) of land included in the proposed change, or of those immediately adjacent in the rear or any side thereof extending one hundred fifty (150) feet therefrom, or of those directly opposite thereto extending one hundred fifty (150) feet from the street frontage of the opposite parcels of land, file a protest in writing against a proposed amendment, the amendment shall not become effective except by a favorable vote of three-fourths (3/4) of all members of the city council. If any member of the city council is unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths (3/4) of the remaining membership of the council; provided, that such required number of votes shall in no event be less than a majority of the full membership of the legally established governing body.
 - (3) A decision of the council involving rezoning of land which is not owned by the city and which changes the zoning classification of such land may not be enacted as an emergency measure and such change shall not be effective for at least thirty (30) days after final approval of the change in classification by the council.
 - (4) The city council may attach conditions to a rezoning request as are necessary to carry out the purposes of the general plan or other adopted plans and ensure compatibility with adjacent land uses. Except as modified by actions of the city council, conditions adopted by ordinance in accordance with prior law shall remain in full force and effect. A violation of any condition shall be considered to be a violation of these regulations. The city council may approve a change of zoning district conditioned upon one (1) or more of the following:
 - (a) A requirement that development proceed in accordance with a specific area plan, site plan, conceptual plan and/or development schedule.
 - (b) A requirement of public dedication of rights-of-way as streets, alleys, public ways, drainage and public utilities, and installation of off-site improvements as are reasonably required by or related to the effect of the rezoning.
- (H) *Reversion.* The city council may approve a change of zoning district conditioned upon a schedule for development of the specific use or uses for which rezoning is requested. If at the expiration of this period the property has not been improved for the use for which it was conditionally approved, the legislative body, after notification by certified mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.
- (I) *Reconsideration of Denied Amendments.* In the event that a petition for an amendment is denied by the city council, or is withdrawn after the conclusion of the commission hearing, the commission shall not consider the petition or any other petition for the same or substantially the same amendment as it applies to the same property or zoning ordinance text described in the original petition, or any part thereof, within a period of one (1) year from the date of such denial action or withdrawal, unless the conditions upon which the original denial or withdrawal was based have changed. (Ord. No. 473, §§ 1 – 4, 6-6-00; Ord. No. 2006-07, § 2, 3-7-06; Ord. No. 2007-03, § 1, 1-16-07; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-31)

19.10.110 Council to establish fees.

The common council of the City of Show Low may from time to time establish and set by resolution the amount of charges for all planning and zoning applications and statements within the jurisdiction of the City of Show Low. (Ord. No. 214, § 1, 11-28-84. 1976 Code § 15-2-1)

Chapter 19.55

R2-7 zone – Single-Family and Multiple-Family Residential (7,000 square feet)

19.55.010 Purpose.

This district is intended to promote and preserve medium density single-family and multiple-family residential development. Regulations and property development standards are designed to protect the residential character of the district and to prohibit all incompatible activities. Land use is composed chiefly of individual homes and multiple-family dwellings, together with required recreational, religious and educational facilities. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-56(A))

19.55.020 Permitted uses.

- (A) Single-family dwellings.
- (B) Multiple-family dwellings.
- (C) Customary accessory uses and buildings, provided such uses are incidental to the principal use.
- (D) Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
- (E) Publicly owned and operated schools, parks and recreation areas and centers.
- (F) Home occupations.
- (G) Manufactured housing not less than twenty (20) feet wide, with axles and tongues removed, placed on a permanent foundation and anchored according to applicable codes. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-56(B))

19.55.030 Conditional uses.

- (A) Churches and similar places of worship.
- (B) Private schools.
- (C) Public utility buildings, structures, or appurtenances thereto for public service use.

- (D) Temporary home and land sales offices provided they are located within the same subdivision as the land and homes that are offered for sale.
- (E) Medical and dental clinics and offices.
- (F) Nursery schools and day care centers.
- (G) Bed and breakfast.
- (H) Golf courses and associated facilities but not including miniature golf or commercial driving ranges.
- (I) Public and quasi-public facilities which provide essential services including hospitals, police and fire stations and substations and cemeteries.
- (J) Fraternal and social facilities, meeting halls and similar uses; no alcoholic beverages.
- (K) All multifamily uses not specifically addressed in Sections 19.55.040 and 19.55.050.
- (L) Group home for the handicapped. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-56(C))

19.55.040 Apartments, condominiums, etc. – Property development standards.

Apartments, condominiums, townhouses, or other similar type developments in which no real property other than the footprint of each unit is individually owned, or is under common ownership.

(A) Minimum Lot Area. Seven thousand (7,000) square feet.

(B) Minimum Lot Area per Dwelling Unit.

Area of Lot (square feet)	Minimum Lot Average per Dwelling Unit (square feet)
7,000 to 10,500	3,500
10,501 to 15,000	3,000
15,001 and over	2,500

(C) Minimum Average Lot Width. Sixty (60) feet.

(D) Minimum Lot Frontage. Thirty (30) feet.

(E) Maximum Lot Coverage. Forty (40) percent.

(F) Minimum Front Yard. Twenty (20) feet.

(G) Minimum Side Yard. One (1) side yard of five (5) feet and one (1) side yard of twelve (12) feet except that where a side lot line abuts a street, there shall be a minimum side yard of twenty (20) feet. Subdivisions that received final plat approval prior to January 7,

2003, may utilize side yard setbacks of either five (5) feet and twelve (12) feet or eight (8) feet and eight (8) feet except where a side lot line abuts a street, there shall be a minimum side yard of twenty (20) feet.

- (H) Minimum Rear Yard. Fifteen (15) feet.
- (I) Maximum Building Height. Not to exceed thirty-five (35) feet.
- (J) Except where the two (2) zones are separated by a city street, where a multifamily development of three (3) units or more adjoins a single-family residential zone, the development shall be screened from the single-family residential property by a solid material fence, six (6) feet in height as defined in Chapter 19.25 or as otherwise allowed or required by the planning and zoning commission.
- (K) Recreation Area.
 - (1) Five hundred (500) square feet of usable open space shall be provided for each dwelling unit. "Usable open space" shall mean space that can be enjoyed by people. This could include landscaped plazas, grass and trees, fountains, sitting areas, etc., which is meant to provide an open garden atmosphere. Usable open space does not include any required yards less than ten (10) feet in width, parking areas, vacant or undeveloped lots or any other space which does not contribute to the quality of the environment.
 - (2) Where a centralized recreation area is provided, the usable open space may be reduced up to two hundred fifty (250) square feet per dwelling unit at the following ratio: For each square foot of recreational area, open space requirements may be reduced by three (3) square feet. Recreational areas may include community use facilities, indoor recreational areas, swimming pools, hobby shops, etc. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-56(D))

19.55.050 Twin homes, townhouses, etc. – Property development standards.

Twin homes, townhouses, or other similar type developments in which real property other than the footprint of each unit is individually owned.

- (A) Minimum Total Lot Area (Prior to Development). Seven thousand (7,000) square feet.
- (B) Minimum Lot Area (Each Unit). Thirty-five hundred (3,500) square feet.
- (C) Minimum Average Lot Width (Prior to Development). Sixty (60) feet.
- (D) Minimum Average Lot Width (Each Unit). Thirty (30) feet.
- (E) Minimum Total Lot Frontage (Prior to Development). Thirty (30) feet.
- (F) Minimum Lot Frontage (Each Unit). Fifteen (15) feet.
- (G) Maximum Lot Coverage (Each Unit). Forty (40) percent.

- (H) Minimum Front Yard. Twenty (20) feet.
- (I) Minimum Side Yard. Eight (8) feet except that where a side lot line abuts a street, there shall be a minimum side yard of twenty (20) feet. Side yards of zero (0) feet for structures utilizing a common wall may be allowed; provided, that all other property development standards, including required street side setbacks, are met.
- (J) Minimum Rear Yard. Fifteen (15) feet.
- (K) Maximum Building Height. Not to exceed thirty-five (35) feet.
- (L) Except where the two (2) zones are separated by a city street, where a multifamily development of three (3) units or more adjoins a single-family residential zone, the development shall be screened from the single-family residential property by a solid material fence, six (6) feet in height as defined in Chapter 19.25 or as otherwise allowed or required by the planning and zoning commission. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-56(E))

19.55.060 General provisions.

The provisions of Chapter 19.25 shall apply. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-56(F))

19.55.070 Signs.

The provisions of Chapter 19.100 shall apply. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-56(G))

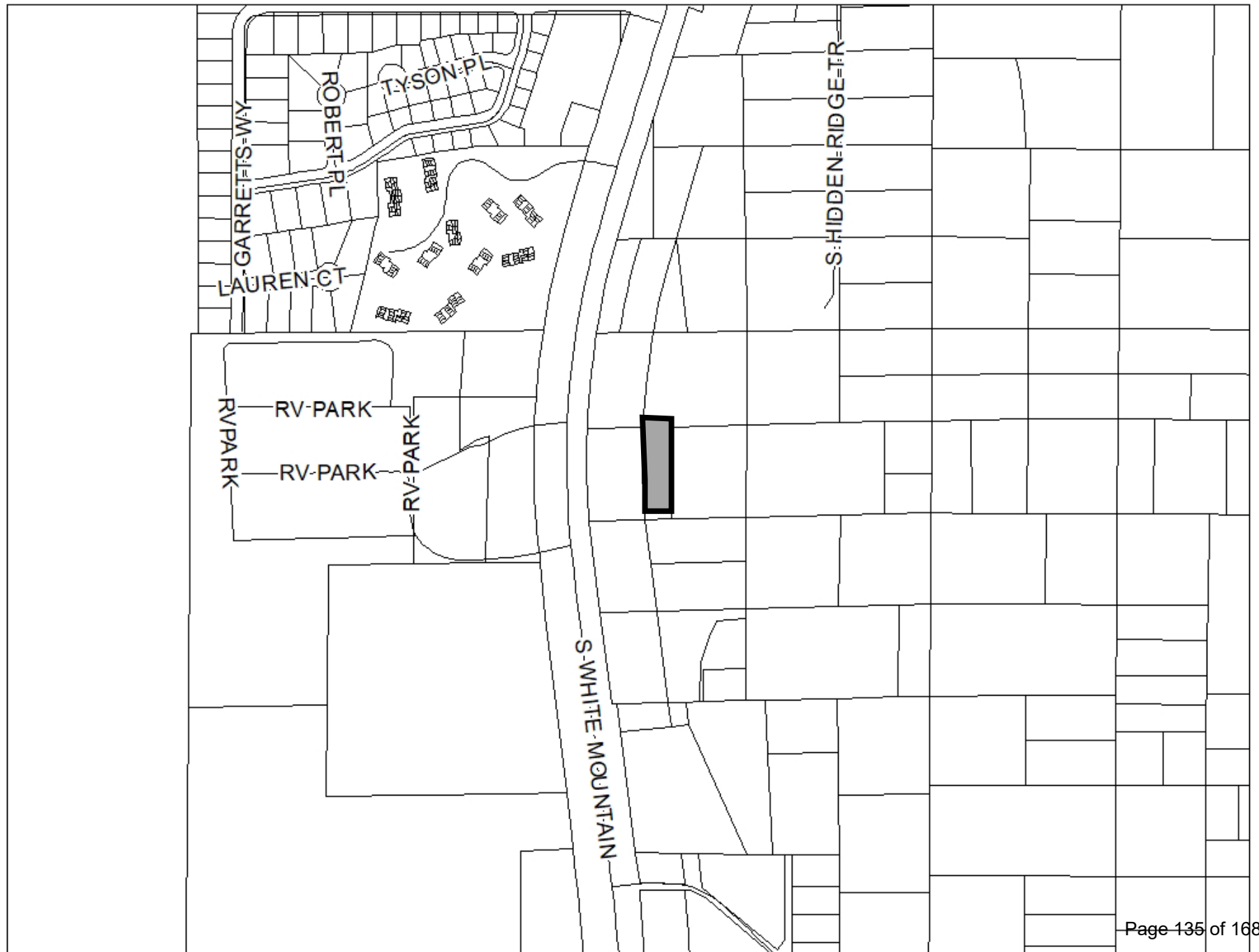
19.55.080 Parking and loading.

The provisions of Chapter 19.105 shall apply. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-56(H))

19.55.090 Plan review.

The provisions of Chapter 19.15 shall apply to all uses. (Ord. No. 2009-01, §§ 1, 2, 1-20-09; Ord. No. 2009-08, §§ 1, 2, 6-2-09. 1976 Code § 15-1-56(I))

The Show Low City Code is current through Ordinance 2024-02, passed March 19, 2024. Disclaimer: The city clerk's office has the official version of the Show Low City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.





Subject Property:
A.P.N. 210-33-040C



City of Show Low Planning & Zoning

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

Zoning Ordinance & Map Amendment Petition Application

(Filing Fee: \$600.00)

For Office Use Only

Date received: 2.28.24

Time received: 10:15 AM/PM

Received by: ZBF

Owner Information

Name: NV Us Investments LLC

Address: 970 S Main Street
Street Address

Snowflake AZ 85937
City State ZIP Code

Phone: 928-243-8701 Email: joseph@hollandsaline.com

Applicant Information (If different)

Name: _____

Address: _____
Street Address

_____ Apartment/Unit #

_____ City State ZIP Code

Phone: _____ Email: _____

Property Information

Address of Property: S. White Mountain Rd

Legal Description of Property: see attached

Parcel Number: 210-33-040C Current Zoning Classification: A-General

What is the Nature of the Request? Would like to re-zone to same zoning as adjacent parcel

(210-33-040B) and then merge the two parcels for joint development

Application Requirements

To have a zoning ordinance or zoning map amendment processed, the applicant shall comply with each of the following requirements as deemed necessary by the Planning and Zoning Director:

- ☐ A pre-application meeting shall be arranged by the applicant with the Planning and Zoning Director to discuss any proposed amendment prior to the application submittal;
- ☐ A narrative of how the proposed amendment(s) is consistent with the Show Low General Plan and with the Development Plan Map of Show Low. Any contemplated uses shall be explained within the narrative, as well as outlining the neighboring land uses adjacent to the property;
- ☐ The pre- and post-zoning densities for the particular subject property shall also be calculated and included into the narrative;
- ☐ At least one reasonably detailed and legible map no smaller than eight and one-half (8 -1/2) inches by eleven (11) inches showing the particular property or properties that are being petitioned for a change and substantially the adjoining properties and the public streets within a radius of three hundred (300) feet from the external boundaries of the proposed zoning map amendment. Indicate the current ground cover, location of buildings and parking areas, the setback of the existing buildings and parking areas.
- ☐ A statement revealing any conditions or restrictions of record (if any) which would affect the permitted uses of the property if rezoned as requested and the date or dates (if any) of expiration thereof.
- ☐ Such conceptual plans, photographs, drawings, building elevations, and other supporting documents (if any) as the applicant may desire to present or deemed necessary by the Planning and Zoning Director.
- ☐ **A neighborhood meeting, conducted solely by the applicant, shall be coordinated through the Planning and Zoning Director. A staff member will attend the meeting to observe and answer general questions only. Scheduling of the neighborhood meeting is a part of the application process and should be far enough in advance of the public hearing to allow staff and the applicant sufficient time to address possible concerns expressed at the meeting.**

Authorized Representatives

PLEASE NOTE: In accordance with City Code, Title 19.10.100(2) (h) and (i), you or your authorized representative must be present at all Planning and Zoning and/or City Council hearings or public meetings regarding this application. Below please list any person(s) authorized to represent you during this application process. Representations made during those meetings or hearings and designated in the record shall be deemed conditions of approval.

Joseph Holland

Certification

I certify that the information on this application form and attachments are true and correct to the best of my knowledge. I realize that any incorrect information may lead to the cancellation of any proceedings and zoning ordinance and map amendment, if a zoning ordinance and map amendment has been issued.

Signature of
Owner(s):



Date:

2/28/24

Signature of
Owner(s):

Date:

Signature of
Applicant:



Date:

2/28/24

Waiver of Claims Under Arizona Revised Statutes § 12-1134

I, Joseph Holland as Mgr of NV Us Investments LLC, the owner of the property described as A.P.N. 210-33-040C

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

DATED this 28 day of February, 2024.

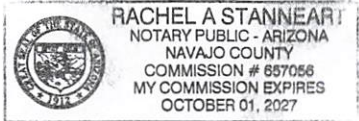
Joseph Holland mgr
Signature of Property Owner

STATE OF ARIZONA)
) ss.
County of Navajo)

SUBSCRIBED AND SWORN before me this 28 day of February, 2024,
by Joseph Holland.
Name of Signer

Rachel A Stanneart
Notary Public

[Notary Seal]



LEGAL DESCRIPTION
ASSESSOR'S PARCEL NUMBER 210-33-040C
±0.51 ACRES

A portion of the Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter of Section 32, Township 10 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, more particularly described as follows:

BEGINNING at a found 1/2" rebar with a #29865 plastic cap marking the Southwest corner of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter;

Thence North 00°19'03" East, along the West line of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter a distance of 328.90 feet to a found 1/2" rebar with a #29865 plastic cap marking the Northwest corner of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter;

Thence North 89°25'19" East, along the North line of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter, a distance of 66.99 feet to a found 5/8" rebar with a #13005 aluminum cap;

Thence South 00°10'35" West, a distance of 329.28 feet to a found 5/8" rebar with a #13005 aluminum cap lying on the South line of said Southeast-quarter of the Northwest-quarter of the Southeast-quarter of the Northeast-quarter;

Thence South 89°44'52" West, along said South line, a distance of 67.80 feet to **THE POINT OF BEGINNING**.

Containing 0.51 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.

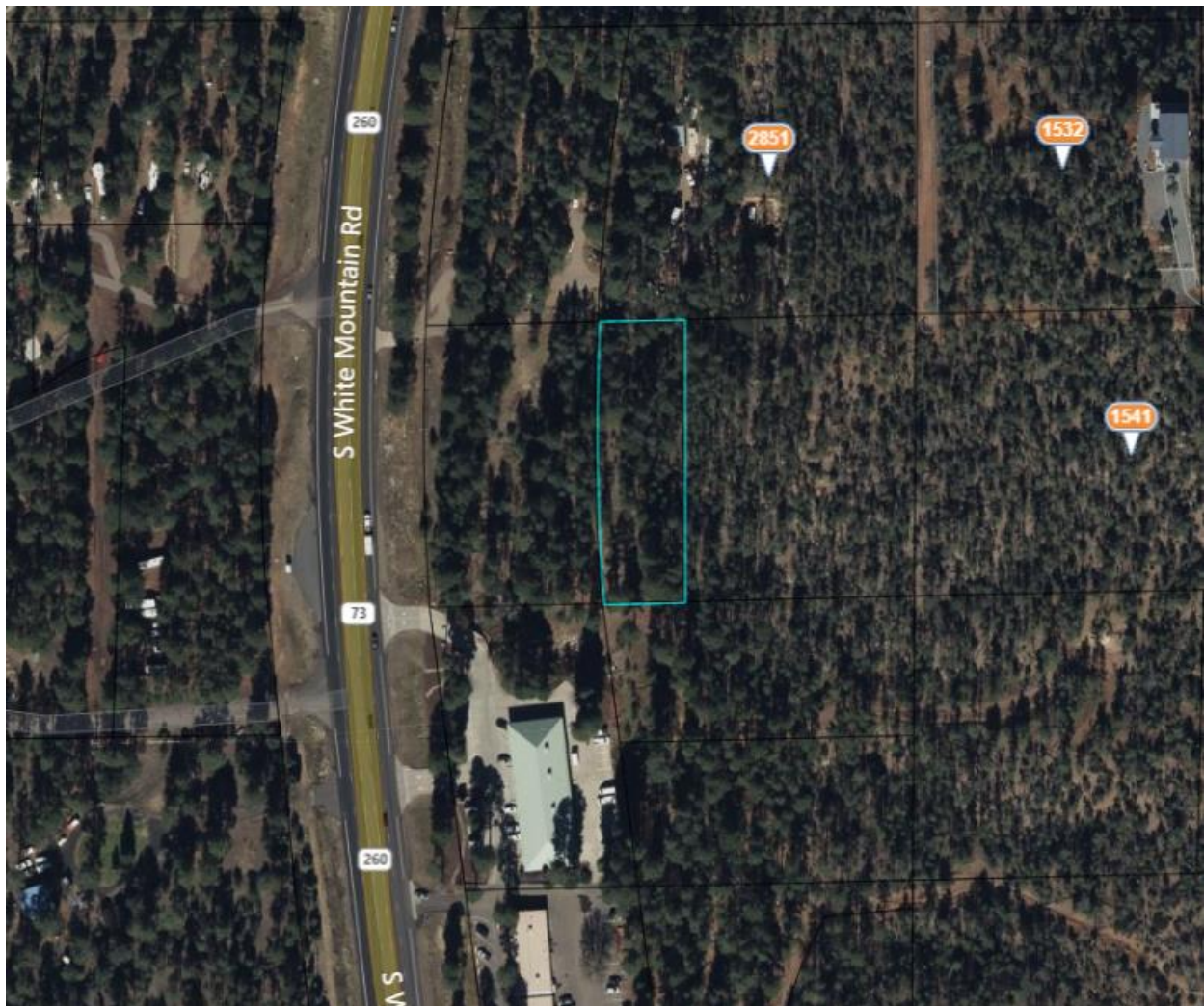
TO: Area Neighbors

FROM: 2 Guys Investments LLC

RE: Neighborhood Meeting to review proposed zone change of APN 210-33-040C
(located at approximately 2951 S White Mountain Rd; Show Low, AZ)

Dear Area Neighbor:

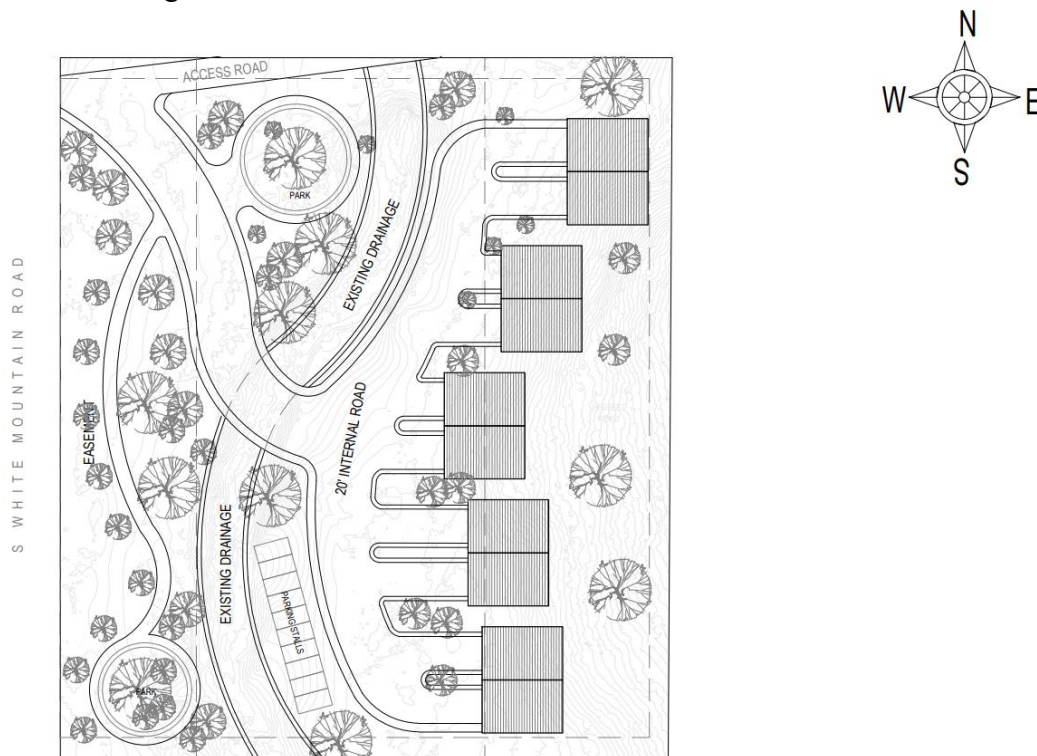
As the owners of the above referenced property, we have requested that the property be annexed into the Show Low City limits. When it was annexed from Navajo County to the City of Show Low, however, it will come into the City limits zoned as the zoning most similar to the county's A-General zoning (which is the AR-43 zone in the City of Show Low). We are, thus, applying for a zone change to re-zone the above-referenced parcel from its current zoning to the zoning of the adjacent parcel to the west (C-2, Commercial) to allow for five duplexes to be built on the site. This letter is being mailed out to invite you and your neighbors to a meeting where you can come and review our proposed zone change and anticipated use.



The Neighborhood Meeting has been scheduled for:

Location: 180 N. 9th Street (Show Low City Hall)
Conference Room, second floor
Show Low, AZ 85901
Time: 5:30 pm
Date: March 20, 2024

The meeting will be an informal gathering in which we will spend approximately 15-20 minutes introducing our plan. The remaining time will be for you to talk to us or ask questions regarding the proposed zone change. We will have copies of our proposed plan available for viewing at the meeting.



We appreciate that everyone has many personal obligations during the week, but we are hopeful you can make time to come to our meeting. Please contact me at (928) 243-8701 if you have any questions regarding this notice.

Sincerely,

Joseph Holland, Manager
2 Guys Investments LLC

Cc: City of Show Low, Katie Blakeslee Fechtelkotter

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Commercial Hangar Lease and Operating Agreement with Aero Products Component Services, Inc. at Show Low Regional Airport (Jacob Allen)

RECOMMENDATION

I **MOVE** to approve the Commercial Hangar Lease and Operating Agreement with Aero Products Component Services, Inc. and authorize the Mayor to sign the agreement on behalf of the City.

BACKGROUND

On May 10, 2024, the City of Show Low advertised a Request for Proposals (RFP) for Unit 1 of the City-owned commercial hangar located at 3151 Airport Loop Road. The City received two proposals, one from Aero Products Component Services, Inc. and the other from Turbine Motorsports, LLC.

Staff evaluated the proposals and determined that Aero Products Component Services, Inc. presented the best proposal.

The terms and conditions of the lease consist of a lease rate of \$2,800.00 per month plus tax, insurance, and any applicable monthly user fees. The agreement also includes an annual Consumer Price Index (CPI) increase. Aero Products will be responsible for paying all utility costs. The term of the agreement will be for ten years with an expiration date of July 16, 2034, with the option to renew the agreement for one additional one-year period upon City approval.

ATTACHMENTS

1. Commercial Hangar Lease & Operating Agreement
2. Subject Map
3. Aerial Map

FISCAL IMPACT

\$2,800.00 lease payment plus tax (\$56.00), plus \$475.00 in user fees, plus \$288.00 for insurance totaling \$3,619.00 per month. A total of \$43,428.00 annually.

When Recorded Return To:
City Clerk
City of Show Low
180 N. 9th Street
Show Low, AZ 85901

COMMERCIAL HANGAR LEASE AND OPERATING AGREEMENT

Show Low Regional Airport

THIS AGREEMENT IS MADE ON July 17, 2024 between the City of Show Low, an Arizona municipal corporation of the State of Arizona ("LESSOR"), and Aero Products Component Services, Inc. ("LESSEE").

WHEREAS, LESSOR owns, controls, and operates the Show Low Regional Airport (Airport) in the City of Show Low, County of Navajo, State of Arizona; and

WHEREAS, aircraft repair services are essential to the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, LESSOR wishes to enhance and promote aviation-related services at the Show Low Regional Airport while making such services available and LESSEE is qualified, ready, willing, and able to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises expressed in this Agreement, the parties agree as follows:

1. Premises. LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the following real property (Premises): Hangar 3151 Airport Loop Road, Hangar 1, and hereinafter described in Exhibit A. Exhibit "A" is attached hereto and incorporated herein. The rights of ingress and egress from the Premises is granted to the LESSEE over and across the public areas intended for use by pedestrians, vehicles, and aircraft pursuant to Section 11 of this Agreement.
2. Term. The term of this Agreement shall be for ten (10) years commencing on the 1st day of August, 2024 and expiring on the 16th day of July, 2034. LESSEE shall have the option of extending this agreement for one (1) additional one (1) year period, upon LESSOR approval.
3. LESSEE's Use. LESSOR grants to LESSEE the privilege of operating and maintaining the Premises at the Airport for storage, parking, care, and repair of LESSEE's commercial aircraft, and the aircraft of sublessors of the LESSEE, and for commercial aviation-related activities that are associated with the operation of LESSEE as described in Section 4, Rights and Obligations of LESSEE below.

Should LESSEE sublease or rent a portion or all of the leased Premises, LESSEE shall pay LESSOR an additional five percent (5%) surcharge of the ground lease rent paid by LESSEE to LESSOR hereunder. A sublease shall be declared if LESSEE stores aircraft other than those registered in LESSEE's name in or on any portion of the leased Premises. Subleases for commercial purposes shall be subject to Commercial Operating Agreement and User Fees. Commercial storage of aircraft for repair, reconditioning, or disassembly does not constitute a sublease. All subleases and sublessor activities must be in compliance with the Airport Minimum Standards and Rules and Regulations.

LESSEE is granted the use of the leased Premises, subject to the ownership and easement rights necessary for LESSOR to operate and maintain the Airport or for FAA requirements, to the terms and provisions of this Agreement; and to ordinances, rules and regulations promulgated by LESSOR.

4. Rights and Obligations of LESSEE.

A. Authorized Services. LESSEE is hereby granted the non-exclusive privilege to engage in the business of an aviation service operation subject to all the terms and conditions of this Agreement. LESSEE is prohibited from conducting other commercial aviation services not specifically provided for herein unless the LESSOR has granted prior written approval. The authorized aviation services are as follows:

1. Airframe and Powerplant Repair
2. Avionics Repair
3. Aircraft Flight Instruction
4. Special Commercial Activity

B. Operating Standards.

1. LESSEE shall comply with the City of Show Low Airport Minimum Standards, promulgated by the LESSOR, and as adopted by City of Show Low Resolution No. 715, including subsequent amendments, and LESSEE shall comply with the City of Show Low Airport Rules and Regulations, promulgated by the LESSOR, and as adopted by City of Show Low Ordinance No. 2008-02, including subsequent amendments.
2. LESSEE shall comply with all applicable Building and Plumbing Codes, and other design, construction, or architectural codes as applicable to LESSEE's construction or operation. LESSEE shall also comply with the applicable provisions of Chapter 15 of the Show Low City Code with regard to LESSEE's operations.
3. LESSEE shall control the conduct, demeanor, and appearance of its employees while at the airport or when working for LESSEE. Said employees shall possess such technical qualifications and hold such certificates or qualifications as may be required by any applicable

governmental authority in carrying out assigned duties. It shall be the responsibility of LESSEE to maintain close supervision over its employees to assure a high standard of service to customers of LESSEE.

4. LESSEE shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, permit fees, sewer and water tap fees, trash removal, and license fees. LESSEE shall be responsible for all tax of a leasehold interest on the LESSOR's owned property, which is occupied by LESSEE as provided herein, such tax shall be borne and paid by LESSEE.
 5. LESSEE shall comply with all federal, state, and local laws, rules, and regulations that may apply to the conduct of the business contemplated, including rules and regulations promulgated by the Show Low City Council or pursuant to their direction. LESSEE shall have the opportunity to provide comments before such rules and regulations are enacted. LESSEE shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits.
 6. LESSEE shall be responsible for the maintenance and repair of the entire Premises as shown and described in Exhibit A, respectively, and shall keep and maintain the Premises in good condition, order and repair, and shall surrender the same upon the expiration of this Agreement, in the condition which they are required to be kept, reasonable wear and tear and damage by the elements not caused by LESSEE's negligence excepted. LESSEE's maintenance shall include, but not be limited to, weed and grass cutting, snow and ice removal, maintaining obstruction lights in operable condition, and maintenance and repair of any improvements or developments on the Premises.
 7. It is expressly understood and agreed that in providing the authorized services pursuant to this Agreement, LESSEE shall have the right to choose, in its sole discretion, its vendor and suppliers, except aviation fuels purchased on the airport, which will be provided by the LESSOR or LESSOR's designated supplier.
- C. Trade Fixtures. During the term of this Agreement, LESSEE shall have the right, at its expense, to place in or on the Premises trade fixtures, furnishings, personal property, equipment, and materials necessary to perform any services required or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment, and material shall remain the property of LESSEE and shall be removed by LESSEE to the satisfaction of LESSOR at termination of the lease.
- D. Nonexclusive Right. It is not the intent of this Agreement to grant to the LESSEE the exclusive right to provide any or all of the services described in this section at any time during the term of this Agreement. LESSOR reserves the right, at its sole discretion, to confer to other operators the rights and privileges pertaining to the airport that may be similar to those rights herein granted to

LESSEE. LESSOR does, however, covenant and agree to enforce impartially all Minimum Standards for all commercial aeronautical endeavors or activities at the Airport.

5. Appurtenant Privileges

A. Use of Airport Facilities. LESSEE shall be entitled, in common with others so authorized, to the use of all public airport facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including but not limited to, the use of landing areas, runways, taxiways, navigational aids, and aircraft parking areas designated by LESSOR.

B. Maintenance of Airport Facilities. LESSOR shall maintain all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair and shall make such repairs, replacements, or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operations of the Airport.

C. Aerial Approaches. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure; and prevent LESSEE from building or designating any parking lot or parking area, on or adjacent to the Airport which LESSOR reasonably believes would limit usefulness of the Airport or constitute a hazard to aircraft.

6. Rentals, Charges, and Fees.

LESSEE agrees to pay the LESSOR, for the use and enjoyment of the Premises, public Airport facilities, rights, licenses, services, and privileges granted herein, monthly rent for the leased Premises plus one month's prepaid rent, user fees and charges, all as set forth below. The LESSEE shall pay fees to the LESSOR at Show Low City Hall at 180 N. 9th Street, Show Low, AZ 85901, for the leased Premises in advance and without any setoff of any kind, commencing on the 1st day of August, 2024.

A. Hangar and Ground Lease-Rent. LESSEE agrees to pay the LESSOR \$2,800.00 per month in advance plus an applicable transaction privilege tax of 2% as compensation and rent for the hangar and ground lease of the Premises. LESSEE is responsible for all utility costs, including water, sewer, telephone, electricity, internet and cable, propane and/or natural gas.

B. Prepaid Rent. LESSEE further agrees to pay to LESSOR (upon award of lease) prepaid rent in an amount equal to one month of rent. This amount shall be deposited by LESSOR and used as guaranteed funds to draw from in the event LESSEE is in default of payment of any or all amounts due to LESSOR. LESSEE's obligation to pay all amounts due shall not be waived due to prepaid amounts. Should LESSEE be delinquent on any amounts, LESSOR will undertake to collect on these amounts and will implement the applicable

sections of the Agreement pertaining to termination of the Agreement by LESSOR. At the termination of the lease period, the one month of prepaid rent will be credited towards the last month's rent. Prepaid rent shall be due on the first day of the term of this Agreement as set forth in paragraph "2" herein. LESSEE's initial Hangar Lease payment shall include the first month's rent payment plus the aforementioned one month's prepayment.

- C. The hangar and ground lease rent will be subject to an annual readjustment on the first of July. The readjustment will account for inflation and will be based on a Consumer Price Index (CPI) applicable to the State of Arizona and as determined by the LESSOR. The LESSOR reserves the right to renegotiate rental rates for any extensions based on fair market value of the Premises leased at the time of the extension.

Additionally, the LESSEE may assign, in accordance with Section 17, Assignment, Peaceful Possession; rent or sublease the Premises. When rented or subleased, LESSEE shall pay to LESSOR an additional five percent (5%) surcharge of LESSEE's ground lease rate as defined by the terms of this Agreement. LESSEE shall immediately notify the LESSOR of LESSEE's intent to enter into any subleases. Notwithstanding any sublease, LESSEE shall remain fully liable for the amounts due under this lease.

A sublease shall be declared, and the additional 5% lease surcharge shall be due to LESSOR if LESSEE stores aircraft other than those registered in LESSEE's name in or on any portion of the leased Premises. Subleases for commercial purposes shall be subject to Commercial Operating Agreement and User Fees. All subleases and sublessor activities must be in compliance with the Show Low Regional Airport Minimum Standards and Rules and Regulations.

- C. User Fees. User Fees are set by the Mayor and City Council of the City of Show Low and are subject to change at any time hereunder without renegotiation of this Agreement. The LESSEE agrees to pay the LESSOR the applicable monthly User Fee(s) as set forth in City of Show Low Resolution No. R2003-21 dated July 15, 2003, and as may be amended by the Mayor and City Council of the City of Show Low, in the amount(s) as listed below:
 - 1. Aircraft Flight Instruction - \$ 50.00
 - 2. Aircraft Rental -
 - One Aircraft Available \$ 50.00
 - Two or more Aircraft Available \$100.00
 - 3. Aircraft Sales - \$100.00
 - 4. Special Commercial Activity - \$125.00
 - 5. Airframe and Powerplant Repair - \$150.00
 - 6. Avionics Repair - \$150.00
 - 7. Charter/Air Taxi Operations - \$250.00
 - 8. Flying Club - \$250.00
 - 9. Medical Air Ambulance - \$750.00
 - 10. Mobile Mechanic - \$ 50.00

LESSEE shall pay each User Fee applicable to LESSEE's activities; however, LESSEE, in aggregate, shall not pay more than the highest individual User Fee. LESSEE shall be responsible for stating to LESSOR activities to be undertaken to determine monthly User Fee amounts. User Fees shall be in addition to the aforementioned Ground Lease Rent, and sublease fees, if applicable.

All fees shall be paid in advance on a monthly basis and shall be due on the 1st of each month, including Ground Lease, sublease fees, and any User Fees as listed above.

D. Casualty Insurance Premium. LESSEE shall reimburse the CITY and the CITY's cost of casualty insurance on the hangar at the ratio of one-third of the premium per individual hangar leased. The premiums for the casualty insurance and the LESSEE pro-rated portion are subject to annual adjustment. The current rate to be reimbursed by each LESSEE, as described above, is \$288.00 per month. This hangar coverage does not cover any of LESSEE's aircraft or personal property, including but not limited to trade fixtures, equipment, furnishings, and materials.

E. Charges. Monthly late fees are set by the Show Low City Council in accordance with monthly user fees and are amended from time to time. Any rent or fees payable by LESSEE hereunder which are not paid within fifteen (15) days after the due date shall be assessed the monthly late penalty fee in effect at the time of the delinquency. At the time of execution of this Lease the late penalty fee is ten (\$10) dollars.

LESSEE shall pay, in addition to rent and the charges as specified above, all permit and license fees attributable to LESSEE's operations. In the event LESSEE fails to pay any permit or license fee when due, LESSOR may, at its option, pay the same and collect from the LESSEE the amounts so disbursed, plus interest at the rate of 1 1/2% per month or fraction of a month thereof.

F. Records of Business Activity. LESSEE shall provide and maintain accurate records of operation statistics, when applicable, to include, but not be limited to, number of passengers enplaned, number of cargo tons enplaned and total number of operations for activities performed at the Airport. Such records shall be maintained for the purpose of statistical reporting by the LESSOR for grants and economic studies. LESSOR, or its duly authorized representative, shall have the right at all reasonable times during business hours and at no cost to the LESSOR to request and receive such operational data from LESSEE.

8. Restrictions of Other Statutes and Agreements. This Agreement shall be subject and subordinate to any existing or future federal or state statute or any existing or future lease or agreement between the LESSOR and the United States or the State of Arizona relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, construction, operation or maintenance of the Airport. Provided, however, that LESSOR shall, to the extent permitted by law, use its best efforts to cause any

such agreements to include provisions protecting and preserving the rights of LESSEE. This Agreement shall likewise be subject to any lease or agreement which the LESSOR has or may later have with others for the operation of a Fixed Based Operator or commercial facility at the Airport, so long as it does not interfere with LESSEE's use of the Premises as set forth in Section 3, LESSEE's Use.

9. Signs, Displays, Inspection by LESSOR. LESSEE shall illuminate the apron around the Hangar from dusk to dawn and shall also install, maintain, and operate such obstruction or warning lights on structures in or constituting part of the Premises as may be required to conform to Federal Aviation Administration standards (Part 77) or to conform to the standards prescribed by any other governmental agency having jurisdiction. All exterior lighting shall be shielded and pointed downward so as not to pose a light hazard to aircraft and pilots in the area.

LESSEE shall not install, erect, or place, or permit others to do so, any signs, placards, illuminated signs, displays, advertising, or other media on the Airport, without the prior written consent of the LESSOR. All signage shall comply with the Show Low City Code and shall be approved by the Airport Manager or the Public Works Director.

10. THIS SECTION INTENTIONALLY OMITTED.

11. Access, Ingress, Egress, and Conduct of Operations. LESSOR grants to LESSEE the right of access and ingress to and egress from leased Premises to the public streets by LESSEE and its employees, contractors, suppliers, servicepersons, guests, patrons, and invitees if those rights of access, ingress, and egress are always exercised in conformance with any City of Show Low ordinances and all regulations promulgated by the LESSOR, the FAA, the State of Arizona, or other lawful authority, for the care, operation, maintenance, and protection of the Airport and the public.

The operations of the LESSEE and its employees shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others at the Airport. LESSOR shall have the right to complain to LESSEE as to the demeanor, conduct, or appearance of the Premises or LESSEE's employees, visitors, or servicemen. The LESSEE will take steps necessary to remove the cause of any legitimate complaint.

LESSEE and its employees, invitees, and those doing business with the LESSEE shall have no right to park vehicles upon the Airside Premises including aircraft parking aprons and the 15-foot ramp extension between the existing ramp and the hangar/structure. Vehicle parking shall be restricted to designated vehicle parking lots and/or parking spaces leased to LESSEE under this Agreement.

LESSOR, by its representatives, shall have the right at any reasonable time, with reasonable notice except in cases of emergency, and as often as it considers necessary to inspect the leased Premises and (without any obligation to do so) to enter there to direct LESSEE to make the repairs described in this Agreement.

12. Damage to or Destruction of Premises. If during the term of this Agreement, all or part of the leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications, and estimate of cost for repairing, replacing, or reconstructing the damaged or destroyed property according to the original design, subject to modifications as may be approved by LESSOR. The plans and specifications for that work (except for emergency repairs) shall be submitted to and receive the approval of LESSOR prior to the commencement of work. Upon approval of the plans and specifications for work as mentioned, LESSOR shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace, or rebuild, according to the approved plans and specifications, the buildings, structures or other improvements as nearly as possible to their condition immediately before that damage or destruction. During the time that the property is unavailable to the LESSEE, payments shall be suspended and the lease will be extended for any such time as LESSEE is unable to use the property.
13. Indemnity. LESSEE agrees to indemnify, defend, and save harmless the LESSOR, its Mayor and Council, appointed board and commissions, officials, officers, and employees, individually and collectively from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) or damages to any property, arising out of the LESSEE's negligent acts, errors, omissions, or violations of the law through the use or occupancy of the leased Premises by the LESSEE or others with its consent or out of any other acts or omissions of the LESSEE, its officers, agents, and employees, on the Premises or elsewhere on the Airport. This indemnity shall include injuries, death, damage to property, environmental liability, etc. which arises out of LESSEE's use of the Premises.

The amount and type of insurance coverage requirements set forth in Section 14 will in no way be construed as limiting the scope of indemnity in this Section.

14. Insurance.
- A. Insurance Requirements. The LESSEE shall obtain and maintain continuously in effect at all times during the term of this Agreement, at LESSEE's sole expense, insurance of the type and in the amount as set forth below. Insurance must cover all aspects of LESSEE's operations and reflect any deviations from, changes to, or additions of activities, services, or operations. Insurance provisions must be renewed annually. Prior to entering, occupying, or using the Premises in any way thereafter, and in any event not later than 30 days after the date of this Agreement, and at all times thereafter, LESSEE shall obtain and cause to be in force and effect, to the following types of insurance:
1. Comprehensive General Liability insurance of an amount not less than \$5,000,000 protecting LESSOR against any and all liability arising by reason of LESSEE's conduct incident to the use of the Premises or resulting from any accident occurring on or about the roads, driveways, or other public places, including runways and

taxiways, used by LESSEE at the Airport, caused by or arising out of any wrongful act of omission of LESSEE.

2. Hangar Keeper's Liability Insurance of an amount not less than \$1,000,000 per occurrence if aircraft other than those owned by LESSEE are to be stored in LESSEE's leased area(s).
3. Property Insurance against loss or damage in the amount of not less than 100% of replacement value.
4. Motor Vehicle Insurance covering all motor vehicles that will be driven on aircraft operating areas, including aircraft ramps and aprons, during the course of LESSEE's operations.
5. Any other insurance as may be required in the Airport Minimum Standards or as may be required by the LESSOR's insurance carriers.

B. General Requirements.

1. All policies shall name LESSOR as additional insured as their respective interests may appear. LESSEE shall cause coverage for additional insureds to be incorporated into each insurance policy by endorsement.
2. All policies shall contain a waiver of subrogation rights endorsements with respect to LESSOR.
3. All policies shall be primary and non-contributory.
4. LESSEE or LESSEE's insurer shall provide LESSOR with 30 days prior written notice of termination, cancellation, reduction, or any other change in coverage.
5. LESSEE shall evidence all insurance by furnishing to LESSOR certificates of insurance and required endorsements within 30 days of the date of this Agreement and annually thereafter, and with each change in insurance. Certificates must evidence each requirement of this Agreement applicable to the policy. All certificates are in addition to the actual policies and endorsements required. LESSEE shall provide updated certificates at LESSOR's request. Failure to provide copies of certificates of insurance to LESSOR in no way absolves LESSEE from the responsibility of complying with the insurance requirements of this Agreement.
6. Failure to maintain the minimum insurance as stated in this Section 14 shall constitute default of this Agreement.

7. All Sublessees shall obtain and maintain, at Sublessee's sole expense, policies of commercial general liability and property damage insurance with respect to the use, operation, or condition of the Premises, and the operations of Sublessee in, on, or about the Premises, providing bodily injury and broad form property damage coverage with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate protecting LESSOR against any and all liability arising by reason of LESSEE's conduct incident to the use of the Premises.
 8. The required insurance coverage and limits will be determined by the LESSOR's liability carriers and shall be subject to review and adjustment at two (2) year intervals, at the sole discretion of the LESSOR with the first adjustment date to be two (2) years following the commencement date of this Agreement.
15. LESSEE as Independent Contractor. In conducting its business hereunder, LESSEE acts as an independent contractor and not as an agent of LESSOR. The selection, retention, assignment, direction, and payment of LESSEE's employees shall be the sole responsibility of LESSEE, and LESSOR shall not attempt to exercise any control over the daily performance of duties by LESSEE's employees, subcontractors, and/or vendors.
 16. Applicable Laws, Ordinances, Rules and Regulations. LESSEE, its employees, visitors, servicepersons, and any other persons over which the LESSEE has control, shall comply with all lawful rules and regulations, including the Show Low Regional Airport's Minimum Standards and Rules and Regulations, and amendments or supplements thereto, governing or related to the use of the Airport or of the leased Premises as may be promulgated by LESSOR in the interests of health, safety, sanitation and good order that are consistent with applicable rules and regulations of any federal, state, or local governmental body having jurisdiction in that respect.

LESSEE shall always faithfully obey and comply with all lawful present and future laws and ordinances of federal, state, or local governmental bodies and rules and regulations lawfully promulgated under them, whether or not of the type enumerated, applicable to, or affecting LESSEE and its operations and activities in the leased Premises or elsewhere at the Airport consistent with the provisions of this Agreement.

The leased Premises and the Show Low Regional Airport are included in the regulated industrial activities of the Clean Water Act and are required to comply with the conditions of a storm water discharge permit under the National Pollutant Discharge Elimination System (NPDES). The LESSEE, at its own expense, shall ensure that all activities under this Lease comply with the conditions of the NPDES permit, all ADEQ regulations, and the airport's Storm Water Pollution Prevention Plan (SWPPP).

17. Assignment, Peaceful Possession. LESSEE shall not sell, assign, transfer, mortgage, or pledge this Agreement or the leasehold interest it creates, without the express written approval of the City Council of the City of Show Low, which approval shall not be unreasonably withheld. LESSEE shall notify the Airport Manager in writing if LESSEE intends to sublease the Premises. LESSEE shall be required to pay to LESSOR an additional 5% surcharge of LESSEE'S ground lease rent when a sublease occurs as outlined in Section 7. LESSEE shall not permit any transfer of its leasehold interest that may occur by operation of law.

The only exception to the prohibition of assignment without prior approval from the Show Low City Council is that LESSEE may enter into a mortgage or loan with a bank or financial institution for the purpose of constructing leasehold improvements. In case of default by LESSEE on such mortgage or loan, the mortgager or lender may continue the authorized services pursuant to Section 4 or may petition the LESSOR to modify the commercial aeronautical activities, which may be subject to a renegotiation of the User Fees. The LESSEE is responsible for informing a mortgager or lender of the limitations on use and that the mortgager or lender will be subject to the provisions, covenants, and restrictions of this Agreement.

It is agreed that the only activity or activities which LESSEE may conduct from the leased Premises, directly or indirectly, alone or through others, are those as referenced in Section 3, LESSEE's Use, and Section 4, Rights and Obligations of LESSEE, of this Agreement.

This Agreement does not make either party the agent or representative of the other for any reason.

LESSOR agrees that LESSEE shall and may peaceably enjoy the Premises or space leased to it during the lease unless the lease shall cease, close, or expires sooner or shall be terminated as provided in this Agreement.

18. Equal Opportunity. LESSEE, in performing under this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, disability, or national origin. LESSEE shall comply with Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sec 2000e) and the Arizona Civil Rights Act (A.R.S. Sec. 44-1401 et. Seq.) in its dealings with employees, applicants, and members of the public.

LESSEE further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

To demonstrate compliance, LESSEE and his/her contractors and subcontractors will furnish those documents requested by LESSOR.

19. Nondiscrimination in the Use of the Premises by LESSEE. This Agreement involves the construction or use of, access to, space on, over, or under real

property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration and therefore involves activity that provides services to the public.

LESSEE, or LESSEE and LESSEE's personal representatives, successors in interest, and assigns, as part of the consideration here, agrees as a covenant running with the land that (1) no person on the grounds of race, color, religion, sex, disability or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services there, no person on the grounds of race, color, religion, sex, disability or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations (C.F.R.), the Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, and that (4) in the event of breach of any of the above non-discrimination covenants, LESSOR shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 have been followed and completed, including expiration of appeal rights.

LESSEE assures that it will undertake an affirmative action program, as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Subpart E. LESSEE assures that it will require that its covered organizations provide assurance to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

20. Storm Water Compliance.

A. Acknowledgements

1. Notwithstanding any other provisions or terms of the Lease, LESSEE acknowledges that the airport is subject to Federal Storm Water regulations, 40 C.F.R. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or de-icing operations that occur at the Airport as defined in these regulations and, if applicable, state storm regulations. LESSEE further acknowledges that it is familiar with these storm water regulations; that it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, fueling, and lubrication), equipment cleaning

operations, and/or de-icing activities as defined in the federal storm water regulations; and it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

2. Notwithstanding any other provisions or terms of this Lease, LESSOR acknowledges that it has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Property occupied or operated by the LESSEE. LESSEE acknowledges that the storm water discharge permit issued to the Airport may name the LESSEE as co-permittee.
3. Notwithstanding any other provisions or terms of this Lease, including the LESSEE's right to quiet enjoyment, LESSOR and LESSEE both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. LESSEE acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled, or otherwise used by the LESSEE, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices".
4. LESSEE acknowledges that the Airport's Storm Water discharge permit is incorporated by reference into the Lease and any subsequent renewals.
5. LESSEE, its employees, and those doing business with LESSEE shall be expressly prohibited from painting aircraft, equipment, or fixtures within, on, or around the Premises with the exception of those items that can be painted with a hand-held brush. The use of spray paint guns or similar is expressly prohibited.

B. Permit Compliance

1. LESSOR will provide LESSEE with written notice of those storm water discharge permit requirements, that are in the Airport's storm water permit, that LESSEE will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall provide LESSEE with reasonable time, not to exceed sixty (60) days, to perform the storm water requirements as directed by LESSOR. LESSEE shall notify LESSOR in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If LESSEE does not provide such timely notice, it is deemed to assent to undertake such requirements.

2. LESSEE agrees to undertake, at its sole expense unless otherwise agreed to in writing between LESSOR and LESSEE, those storm water discharge permit requirements for which it has received written notice from the LESSOR. LESSEE warrants that it shall meet any and all deadlines that may be imposed on or agreed to by LESSOR and LESSEE. LESSEE acknowledges that time is of the essence.
 3. LESSOR agrees to provide LESSEE, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.
 4. LESSEE agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints LESSOR as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.
 5. LESSOR will give LESSEE written notice of any breach by LESSEE of the Airport's storm water discharge permit or the provisions of this section when such a breach is significant, and, if of a continuing nature, LESSOR may seek to terminate this Lease pursuant to the terms of this Lease. Tenant agrees to cure promptly any breach.
 6. LESSEE agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the Airport.
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21. Environmental. LESSEE shall comply with all federal, state, and local laws and regulations regarding the storage, use, and disposal of hazardous materials, biological wastes, and petroleum products. LESSEE shall be responsible for the installation and operation of an industrial waste oil water interceptor and shall ensure that all employees or contract employees are familiar with the operation of the interceptor. In the event that a spill occurs within the leased Premises LESSEE shall notify the LESSOR as soon as possible and ensure that the interceptor is returned to essentially the same condition as it was prior to the spill.
 22. Holdover. In the event LESSEE shall occupy the leased Premises after the termination of this Lease either by expiration of the Lease term or otherwise, such holdover shall not be construed as a holding over from month to month or year to year or term of years or for a periodic term of any kind but shall be a holding over from day to day, wholly at the will of the LESSOR.
 23. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
 24. Termination by LESSOR. In any of the following events, which shall constitute "events of default", LESSOR shall have the right, at LESSOR's election, to

terminate this Agreement immediately, or to terminate LESSEE's tenancy hereunder

- A. LESSEE shall fail to pay the rent in the amounts and at the times and in the manner provided here, and that failure shall continue for thirty (30) or more days after written notice of it shall have been given to LESSEE; or

The default by LESSEE in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of LESSEE to remedy, or undertake to remedy, to LESSOR's satisfaction, such default for a period of thirty (30) days after receipt of notice from LESSOR to remedy the same, or, if remedy of same cannot be cured within thirty (30) days through no fault of LESSEE, LESSEE shall have further time as is necessary to cure, upon LESSOR's approval.

- B. LESSEE shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and that adjudication be not stayed or vacated within sixty (60) days later, or the interest of LESSEE under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm, or corporation because of the insolvency of LESSEE; or in the event that a receiver or trustee shall be appointed for LESSEE or the interest of LESSEE under this Agreement, and such appointment has not been vacated within sixty (60) days later.

- C. LESSEE shall vacate or abandon the Premises or cease aviation-related business operations or shall permit them to remain vacant or unoccupied for more than thirty (30) days without first obtaining the consent of LESSOR.

- D. LESSEE shall fail to observe any other provision of this Agreement after thirty (30) days written notice given by LESSOR of such failure, or, if such failure cannot be cured within thirty (30) days through no fault of LESSEE, LESSEE shall have further time as is reasonably necessary to cure.

- E. This Agreement may be subject to immediate termination, without benefit of the thirty (30) day remediation period, and LESSEE's right to tenancy of the Premises may be terminated immediately if, in the opinion of the LESSOR, the safety and health of personnel in, on or around the Premises is in jeopardy and serious injury or death could occur. Immediate termination may occur as the result of conditions, issues, or events arising through LESSEE's use or occupancy of the Premises including, but not limited to, failure of LESSEE to maintain adequate insurance coverage as outlined in Section 14, Insurance; the presence of hazardous materials or conditions, adverse environmental conditions, structural damage to any structure on the Premises or other conditions, issues or events that may arise or be present on the Premises affecting personnel health or safety.

25. Termination by LESSEE. This Agreement shall be subject to termination by LESSEE in the event of any one or more of the following events:

- A. The abandonment of the Airport as an airport or airfield.
 - B. The LESSOR fails to remedy or undertake to remedy, to LESSEE's satisfaction, any of the following defaults for a period of thirty (30) days after receipt of notice from LESSEE:
 - 1. Fails to observe any provision of this Agreement.
 - 2. Condemns property for right-of-way purposes.
 - C. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of said airport of the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.
26. Default. Upon the occurrence of any of the events of default specified in Section 24, LESSEE's right to possession of the leased Premises shall, at LESSOR's option, terminate, and LESSEE shall surrender the Premises immediately. In that event, LESSEE grants to LESSOR full license to enter into the Premises, or any part of them, to take possession with or without process of law, and to remove LESSEE or any other person who may be occupying the Premises, or any part of them, and LESSOR may use that force in removing LESSEE and that other person as may reasonably be necessary. And LESSOR may repossess itself of the Premises as of its former estate, but that entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor waiver of any agreement or promise in this lease that is to be performed by LESSEE. LESSEE shall make no claim of any kind against LESSOR, its agents and representatives by reason of that termination or any act incident to it.

At its option, LESSOR may terminate this Agreement for any uncorrected default. LESSOR may sue for all damages and rent accrued or accruing under this Agreement or arising out of any breach of it.

If it so elects, LESSOR may pursue any other remedies provided by law for the breach of this Agreement or any of its terms or conditions. No right or remedy conferred herein or reserved to LESSOR or LESSEE is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by LESSOR, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this Agreement by LESSEE, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of LESSOR's right to act or of any other right here given LESSOR, or as an election not to proceed under the provisions of this Agreement.

27. Termination of Agreement. Upon termination of this Agreement by lapse of time or otherwise as provided here, LESSEE agrees to surrender the leased Premises

in good condition and repair, normal wear and tear excepted, without the receipt of any demand for rent, notice to quit, or demand for possession.

LESSEE shall be entitled during the term of this Agreement and for fifteen (15) calendar days after its termination, to remove from the Premises all personal property, aircraft, trade fixtures, tools, machinery, equipment, materials and supplies placed there by it under this Agreement, subject, however, to any valid lien LESSOR may have on those items for unpaid rents or other amounts payable by LESSEE to LESSOR, and provided that LESSEE shall have repaired all damage resulting from that removal.

LESSEE shall be deemed to have abandoned to LESSOR any of that equipment or property of LESSEE which LESSEE has failed to remove from the Premises within the mentioned fifteen (15) calendar days after the end of the period of this Agreement or effective date of termination unless the LESSOR shall grant in writing a further period for this purpose.

28. Choice of Law. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Arizona. Venue for any litigation arising from this Agreement shall be in Navajo County, Arizona.
29. Notices. Notices to LESSOR provided for here shall be sent by registered or certified United States mail, postage prepaid, addressed to the Airport Manager, Show Low Regional Airport, 3150 Airport Loop Road, Show Low, Arizona 85901, and notices to LESSEE provided for here shall be sent by registered or certified United States mail, postage prepaid, addressed to LESSEE, Aero Products, 551 N. 40th Street, Show Low, Arizona 85901, or in either case to such other respective parties and addresses as the parties may designate in writing, and those notices shall be deemed to have been given when so sent.
30. Entire Agreement. This Agreement consisting of Sections numbered 1 to 31 including all Exhibits and Appendices shall constitute the entire Agreement between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such agreement that are not set forth here at length.
31. Attorney's Fees. In the event an action or proceeding arises regarding this Agreement, the prevailing party shall be entitled to recover its costs, and attorney's fees in such action.

In witness, the parties have caused this instrument to be executed under their respective seals on the day and year written first above:

CITY OF SHOW LOW (LESSOR):

ATTEST:

John Leech, Jr., Mayor

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

AERO PRODUCTS COMPONENT SERVICES, INC. (LESSEE):

Whitney Bagge, Vice President

STATE OF ARIZONA)
) ss
County of Navajo)

Subscribed and sworn to before me this _____ day of _____, 20__, by
_____, known to me to be the persons whose name is subscribed
to the foregoing instrument.

Notary Public

My Commission Expires:

EXHIBIT "A"

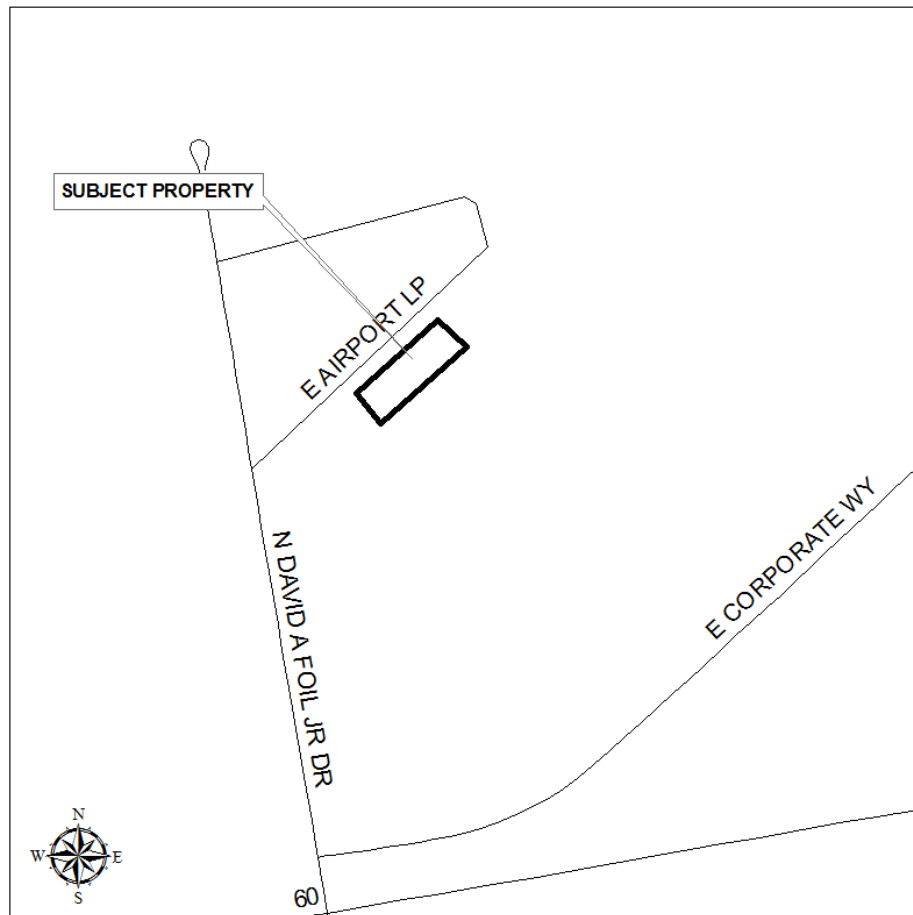
PREMISES LOCATION

City Hangar, 3151 Airport Loop Road

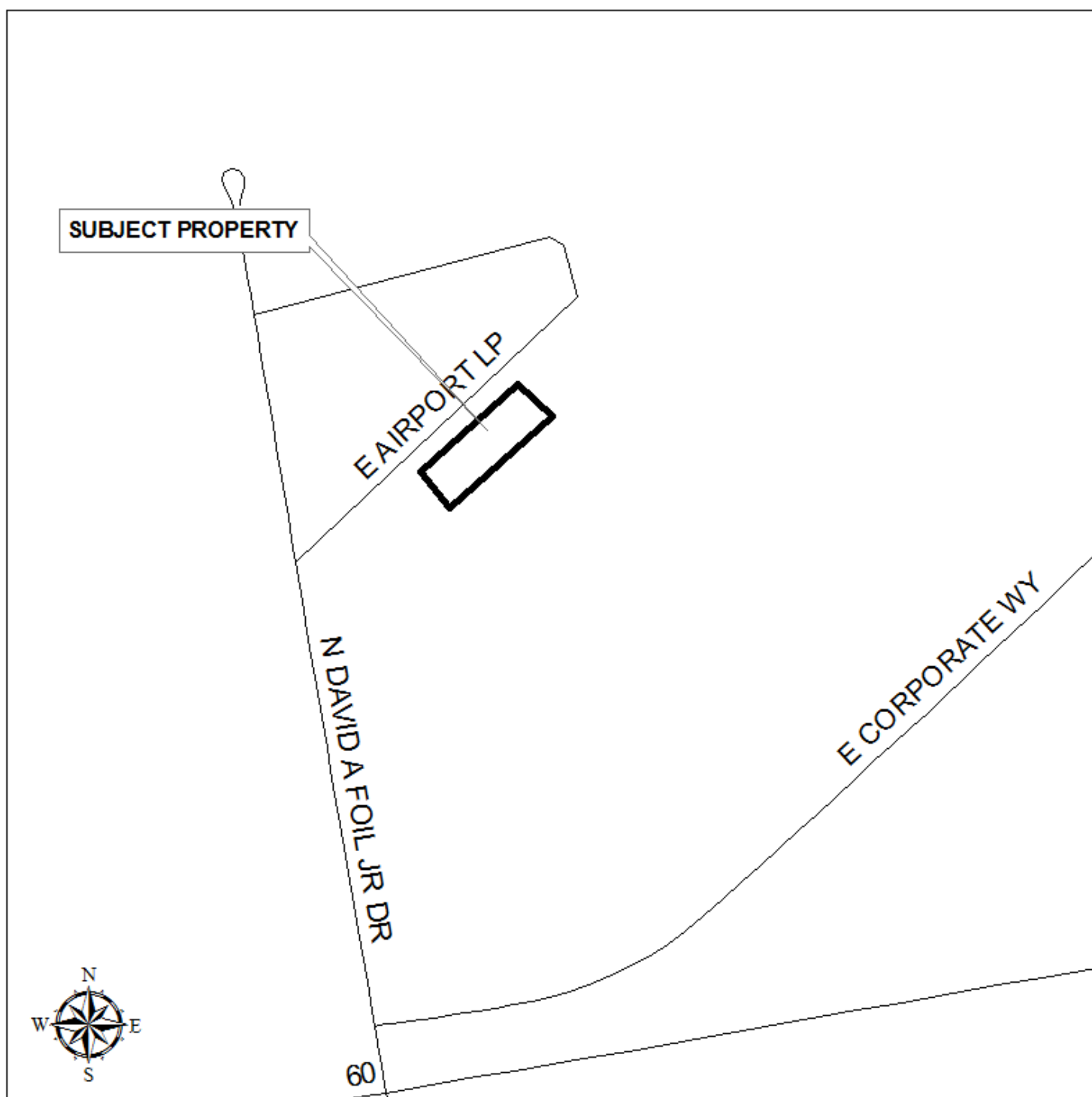
_____ X _____ East bay, #1

_____ Center bay, #2

_____ West Bay, #3









E AIRPORT LP

SUBJECT PROPERTY

N DAVIDA FOUL JR DR

E CORPORATE WY



MTG DATE: 7/16/2024
ITEM: 7.D

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2024-23 Establishing Street Light Improvement District Secondary Property Tax Levy for Fiscal Year 2025 at \$225,000.00 (Justin Johnson)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2024-23 establishing the Street Light Improvement District secondary property tax levy for fiscal year 2025 at \$225,000.00.

BACKGROUND

On June 18, 2024, the City Council held a public hearing on the fiscal year 2025 final budget and the secondary tax levy contained in this action. Property taxes collected within the Street Light Improvement District are utilized to pay utility costs of the street and park lights within the district.

Based upon current assessed valuations, the proposed tax levy of \$225,000.00 will remain unchanged at the rate of \$0.1401 per \$100.00 of assessed valuation. At this rate, a home with an assessed value of \$150,000.00 will pay \$17.86 annually.

Staff recommends adopting Resolution No. R2024-23 establishing the Street Light Improvement District secondary property tax levy for fiscal year 2024 at \$225,000.00.

ATTACHMENTS

1. Resolution No. R2024-23

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2024-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF PROPERTY WITHIN THE LIMITS OF THE STREET LIGHT IMPROVEMENT DISTRICT A CERTAIN SUM OF MONEY FOR FISCAL YEAR 2025 TO BE ASSESSED AGAINST THE VALUATION OF REAL PROPERTY FOR SECONDARY TAX PURPOSES

RECITALS:

WHEREAS, the City Council is required by Arizona Revised Statutes §42-17253 to adopt an annual tax levy based upon the rate to be assessed per each one hundred dollars (\$100) of valuation of property within the City; and

WHEREAS, the secondary tax levy for fiscal year 2025 beginning July 1, 2024, must be adopted prior to the third Monday in August and not less than fourteen days after adoption of the municipal budget; and

WHEREAS, the final municipal budget of the City of Show Low was adopted at a meeting of the City Council held on June 18, 2024, at least fourteen days prior to the hearing date for this Resolution No. R2024-23; and

WHEREAS, the City has computed tax rates per one hundred dollars (\$100) of valuation to be levied and collected at \$0.1401 for secondary tax rates for the Street Light Improvement District.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Show Low, Arizona, that there is hereby levied on each one hundred dollars (\$100) of the assessed value of all property, both real and personal, within the defined limits of the Street Light Improvement District, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of \$225,000.00 for the district, to be collected as provided by law for the purpose provided by law.

BE IT FURTHER RESOLVED that any failure by the Navajo County officials to properly return the delinquent tax list, irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings nor invalidate any title conveyed by any tax deed, any sale or proceeding pursuant thereto, the validity of the assessment or levy of taxes, nor the judgment of sale by which the collection of taxes may be enforced. All actions by officers de facto shall be valid as if performed by officers de jure.

PASSED AND ADOPTED this 16th day of July, 2024, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna Atencio, City Attorney