

**SHOW LOW CITY COUNCIL**  
**Study Session – Tuesday, April 4, 2023**

**PURSUANT** to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public, that a **Study Session** of the Show Low City Council will be held on Tuesday, April 4, 2023, at 6:30 p.m. in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona.

1. Call to Order.
2. Roll Call.
3. Discussion of Draft Recommended Budget for Fiscal Year Ending June 30, 2024.
4. Adjournment.

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

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Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on Friday, March 31, 2023.

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**SHOW LOW CITY COUNCIL**  
**Regular Meeting – Tuesday, April 4, 2023**

**PURSUANT** to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public, that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, April 4, 2023, at 7:00 p.m. in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

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

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

6. **CONSENT CALENDAR:**
  - A. Proclamation by the Mayor Proclaiming April 2023 as **Child Abuse Prevention Month** in the City of Show Low.
  - B. Proclamation by the Mayor Proclaiming April 2023 as **Fair Housing Month** in the City of Show Low.
  - C. Proclamation by the Mayor Proclaiming April 9 through 15, 2023, as **Public Safety Telecommunicators Week** in the City of Show Low.
  - D. Proclamation by the Mayor Proclaiming April 2 through April 8, 2023, as **Show Low High School Cougar Show Cheerleading State Championship Week** in the City of Show Low.

- E. Consideration of Meadow Lease Agreement with EB Ellsworth Family Limited Partnership. (Anna Atencio)
- F. Consideration of Resolution No. R2023-09 Granting Preservation and Conservation Easement to Arizona State Parks and Authorizing Associated Budget Transfers. (Shannon Adams)
- G. Consideration of Minutes of Show Low City Council meetings:
  - (1) Regular Meeting of March 21, 2023.

7. **NEW BUSINESS:**

- A. **PUBLIC HEARING** – Application Submitted by Lloyd Harvey and Thin Thai for #6, *Bar*, Liquor License on Behalf of Bison Golf Club for its Location at 1 N. Bison Preserve Drive, Show Low, Arizona. (Rachael Hall)
- B. Consideration of Application Submitted by Lloyd Harvey and Thin Thai for #6, *Bar*, Liquor License on Behalf of Bison Golf Club for its Location at 1 N. Bison Preserve Drive, Show Low, Arizona. (Rachael Hall)
- C. Consideration of Application Submitted by Daris Gibbons on Behalf of Medieval Mayhem Historical Arts Foundation for Special Event Liquor License for 2023 Medieval Mayhem Renaissance Faire on July 7, 8, and 9, 2023, at Frontier Fields. (Rachael Hall)
- D. Consideration of Application Submitted by Sunshine Marne' Brewer on Behalf of Show Low Chamber of Commerce for Special Event Liquor License for 2023 Show Low Days on June 9 and 10, 2023, at Frontier Fields. (Rachael Hall)
- E. Consideration of Appointment of Aviation Advisory Committee Member. (Rachael Hall)
- F. Consideration of Award of Construction Contract for East McNeil Roadway Reconstruction Project, City of Show Low Project No. R-0823 and Authorization of Associated Budget Transfers. (Shane Hemesath)
- G. Consideration of Award of Construction Contract for 2023 Sunken Manhole Repair Project, City of Show Low Project No. S-4323. (Shane Hemesath)
- H. Consideration of Award of Construction Contract for Fools Hollow Subdivision Waterline Replacement Phase 1, City of Show Low Project No. W-0523 and Authorization of Associated Budget Transfers. (Shane Hemesath)

- I. Consideration of Approval of List for Job Order Qualified Contractions for Heating, Ventilation, and Air Conditioning Services. (Bill Kopp)

8. **SUMMARY OF CURRENT EVENTS:**

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

9. **SCHEDULING OF MEETINGS:**

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

10. **ADJOURNMENT.**

**SCHEDULED MEETINGS/EVENTS:**

|          |         |                                                   |
|----------|---------|---------------------------------------------------|
| 04/04/23 | 6:30 PM | CITY COUNCIL – BUDGET STUDY SESSION               |
| 04/04/23 | 7:00 PM | CITY COUNCIL – REGULAR MEETING                    |
| 04/06/23 | 6:00 PM | TOWN HALL BUDGET MEETING AND BUDGET STUDY SESSION |
| 04/11/23 | 7:00 PM | P&Z COMMISSION – REGULAR MEETING                  |
| 04/18/23 | 7:00 PM | CITY COUNCIL – REGULAR MEETING                    |
| 04/25/23 | 7:00 PM | P&Z COMMISSION – REGULAR MEETING                  |

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

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

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Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on Friday, March 31, 2023.





# *Proclamation*

*City of Show Low*  
*Office of the Mayor and City Council*

**WHEREAS**, in Federal fiscal year 2021, 3.9 million reports were made to child protective services; and

**WHEREAS**, the hidden epidemic of child abuse crosses all boundaries of income, race, religion, and ethnicity and continues to be one of the more serious health issues, with over 90% of abuse perpetrated by people that children know, love, and trust; and

**WHEREAS**, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

**WHEREAS**, our children are our most valuable resources and will shape the future of Navajo County; and

**WHEREAS**, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

**WHEREAS**, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

**WHEREAS**, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promoting the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

**WHEREAS**, prevention remains the best defense for our children and families.

**NOW, THEREFORE**, I, John Leech, Jr., Mayor, on behalf of the Show Low City Council, do hereby proclaim the month of **April 2023** as

## *♣ Child Abuse Prevention Month ♣*

in the City of Show Low and urge all citizens to recognize this month by dedicating ourselves to improving the quality of life for all children and families.

Dated this **4th** day of **April, 2023**.

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

John Leech, Jr.  
Mayor



# *Proclamation*

*City of Show Low*  
*Office of the Mayor and City Council*

**WHEREAS**, April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

**WHEREAS**, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

**WHEREAS**, vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and

**WHEREAS**, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all.

**NOW, THEREFORE**, I, John Leech, Jr., Mayor, on behalf of the Show Low City Council, do proclaim the month of **April 2023** as

## *♣ Fair Housing Month ♣*

in the City of Show Low and urge all citizens to wholeheartedly recognize this year-long commemoration of the U.S. Fair Housing Law.

Dated this **4th** day of **April, 2023**.

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

John Leech, Jr.  
Mayor



# *Proclamation*

*City of Show Low*  
*Office of the Mayor and City Council*

**WHEREAS**, emergencies can occur at any time that require police, fire, or emergency medical services; and,

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and,

**WHEREAS**, the safety of our police officers, firefighters, and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Show Low emergency communications center; and,

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers, firefighters, and paramedics by monitoring their activities by radio, providing them information, and ensuring their safety; and,

**WHEREAS**, Public Safety Telecommunicators of the City of Show Low have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and,

**WHEREAS**, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year;

**NOW, THEREFORE**, I, John Leech, Jr., Mayor, on behalf of the Show Low City Council, do hereby proclaim the week of **April 9 through 15, 2023** as

## **♣ *Public Safety Telecommunicators Week* ♣**

in the City of Show Low and encourage all citizens and public safety personnel to join in honoring and recognizing the public safety telecommunicators of the Show Low Police Department and throughout the nation and the vital contributions they make to the safety and well-being of our citizens.

Dated this **4th** day of **April, 2023**.

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

John Leech, Jr.  
Mayor



# *Proclamation*

*City of Show Low  
Office of the Mayor and City Council*

**WHEREAS**, on Saturday, February 18, 2023, the **Show Low High School Varsity Show Cheerleading Team** won the Division 3 Varsity Show Cheer at the Arizona State Cheerleading/POM Tournament; and

**WHEREAS**, the City of Show Low recognizes excellence and dedication by the cheerleaders, their parents, the coaching staff, the administration, the student body, and the community; and

**WHEREAS**, the City of Show Low recognizes outstanding sportsmanship by the cheerleaders, their fans, and their coaches; and

**WHEREAS**, the City of Show Low recognizes the desire, determination, and discipline of each cheerleader and the team's collective determination.

**NOW, THEREFORE**, I, John Leech, Jr., Mayor, on behalf of the Show Low City Council, do hereby proclaim **April 2 through April 8, 2023** as

## *♣ Show Low High School Cougar Cheerleading State Championship Week ♣*

in the City of Show Low and urge all citizens in the community to acknowledge this tremendous achievement.

Dated this **4th** day of April, **2023**.

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

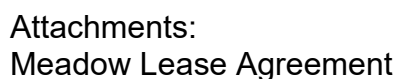
John Leech, Jr.  
Mayor

**AGENDA TITLE:** Consideration of Meadow Lease Agreement with EB Ellsworth Family Limited Partnership (Anna Atencio)

I **MOVE** to approve the Meadow Lease Agreement with the EB Family Limited Partnership and authorize the Mayor to sign the agreement.

The City owns approximately 68.25 acres in the Meadow along Show Low Creek located on White Mountain Road, also known as Navajo County Assessor's Parcel No. 210-23-010C. A portion of the Meadow property, approximately 12.76 acres, is currently leased by Jerald Whipple for grazing and livestock purposes. Ethan Ellsworth has leased the remaining portion for grazing and livestock purposes for the last fourteen years. During the course of the Lease to Ethan Ellsworth, the City fenced a portion of the 55.49 acres west of Show Low Creek and east of South White Mountain Road, creating a fenced area of the Meadow Property of approximately 19.5 acres.

The Family Limited Partnership agrees to maintain the property under the best husbandry and agricultural practices, free from debris and fire hazards, and to maintain a livestock fence around the entire perimeter of the property to prevent grazing livestock from escaping. They agree to irrigate the property, treat the weeds, and fertilize the fields. They will irrigate the fields using water shares from the City.



## **MEADOW LEASE AGREEMENT**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of April, 2023, by and between EB Ellsworth Family Limited Partnership (hereinafter "Lessee"), and the City of Show Low, a municipal corporation of the State of Arizona (hereinafter "City").

### **RECITALS:**

WHEREAS, the City owns property in the meadow along Show Low Creek of approximately 68.25 acres located on White Mountain Road and known as Navajo County Assessor's Parcel #210-23-010C in the City of Show Low ("the Meadow Property"); and

WHEREAS, the City desires the Meadow Property to be used for livestock grazing and to ensure the property remains under the best husbandry and agricultural practices, and fully fenced for that purpose; and

WHEREAS, a portion of the Meadow Property consisting of approximately 12.76 acres of Navajo County Assessor's Parcel #210-23-010C is currently leased to Jerald Whipple; and

WHEREAS, in 2019 the City leased the remaining Meadow Property consisting of approximately 55.49 acres to Ethan Ellsworth, prior Lessee; and

WHEREAS, during the course of the lease to Ethan Ellsworth, the City fenced a portion of the 55.49 acres, west of Show Low Creek and east of South White Mountain Road, Exhibit A, creating a fenced area of the Meadow Property approximately 19.5 acres; and

WHEREAS, prior Lessee, Ethan Ellsworth passed, and the family of Ethan Ellsworth, EB Ellsworth Family Limited Partnership, Lessee, seeks to continue to lease of the above described 19.5 acres of the fenced portion of the Meadow Property; and

WHEREAS, Lessee desires to use and maintain the property for the grazing of livestock and agrees to maintain the livestock fencing around the perimeter of said 19.5 acres of the Meadow Property, and to keep the property under the best husbandry and agricultural practices during the term of this Agreement.

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Premises. The City does hereby lease to Lessee and Lessee does hereby lease from the City the portion of Meadow Property consisting of approximately 19.5 acres in the City of Show Low and known as a

portion of Navajo County Assessor's Parcel #210-23-010C, as depicted on Exhibit A, attached hereto and incorporated hereby by reference ("the Meadow Property").

2. Term. The term of this Agreement shall be for one year commencing on April 1, 2023 and expiring on March 31, 2024, and shall automatically renew annually unless terminated by either party pursuant to section 4 below.
3. Rent. Lessee shall pay City rent of One Dollar (\$1.00) per month, which shall be due on the 1<sup>st</sup> of each month until termination of this Lease Agreement.
4. Termination. Either party may terminate this Lease Agreement at any time without cause with 60 days' notice to the other party.
5. Lessee's Use of the Property. Lessee shall have the right to use the property for the grazing of livestock only. Lessee agrees to maintain the property to keep it under the best husbandry and agricultural practices, free from debris and fire hazards, and to maintain a livestock fence around the complete perimeter of the property to prevent the escape of livestock grazing on the property. Lessee also agrees to irrigate the property, treat the weeds and fertilize the fields. Lessee agrees to irrigate the fields using the water shares from the City.
6. Indemnity. Lessee agrees and shall indemnify, defend, and hold City harmless from and against all liability, loss, damage, costs or expenses (including attorney fees and court costs) arising from or as a result of the death, bodily injury, personal injury, or property damage of any kind or description which may directly or indirectly arise out of Lessee's occupancy of the leased premises and which may be directly or indirectly caused by any acts or omissions of Lessee or its agents or employees. The amount and type of insurance coverage requirements set forth in paragraph 7 below will in no way be construed as limiting the scope of indemnity in this paragraph.
7. Insurance. The Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, general liability insurance in an amount not less than \$500,000 single limit / \$1,000,000 aggregate and shall name City as an additional insured.
8. Assignment. Lessee shall not assign its interest under this lease or sublet all or any part of the Meadow Property without the express written consent of the Lessor. Lessor has consented and continues to

consent to the limited assignment between Lessee and Jerald Whipple for cattle on said Meadow Property.

9. Governing Law / Venue. This lease shall be construed in accordance with and governed by the laws of the State of Arizona with venue in Navajo County Superior Court.
10. Notices. All notices shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Lessee: Jonathon Ellsworth for  
EB Ellsworth Family Limited Partnership  
2400 East Ellsworth Road  
Show Low, AZ 85901

To City: Morgan Brown  
City Manager  
City of Show Low  
180 N. 9th Street  
Show Low, AZ 85901  
(928) 532-4015

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement through their respective representatives duly authorized to execute this Agreement and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

**LESSEE:**

  
EB Ellsworth Family Limited Partnership

**CITY OF SHOW LOW:**

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

**ATTEST:**

\_\_\_\_\_  
Rachel Hall, City Clerk



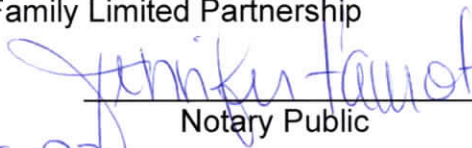
APPROVED AS TO FORM:



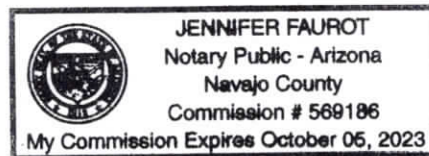
Anna M. Atencio, City Attorney

STATE OF ARIZONA     )  
                                          ) ss.  
COUNTY OF NAVAJO    )

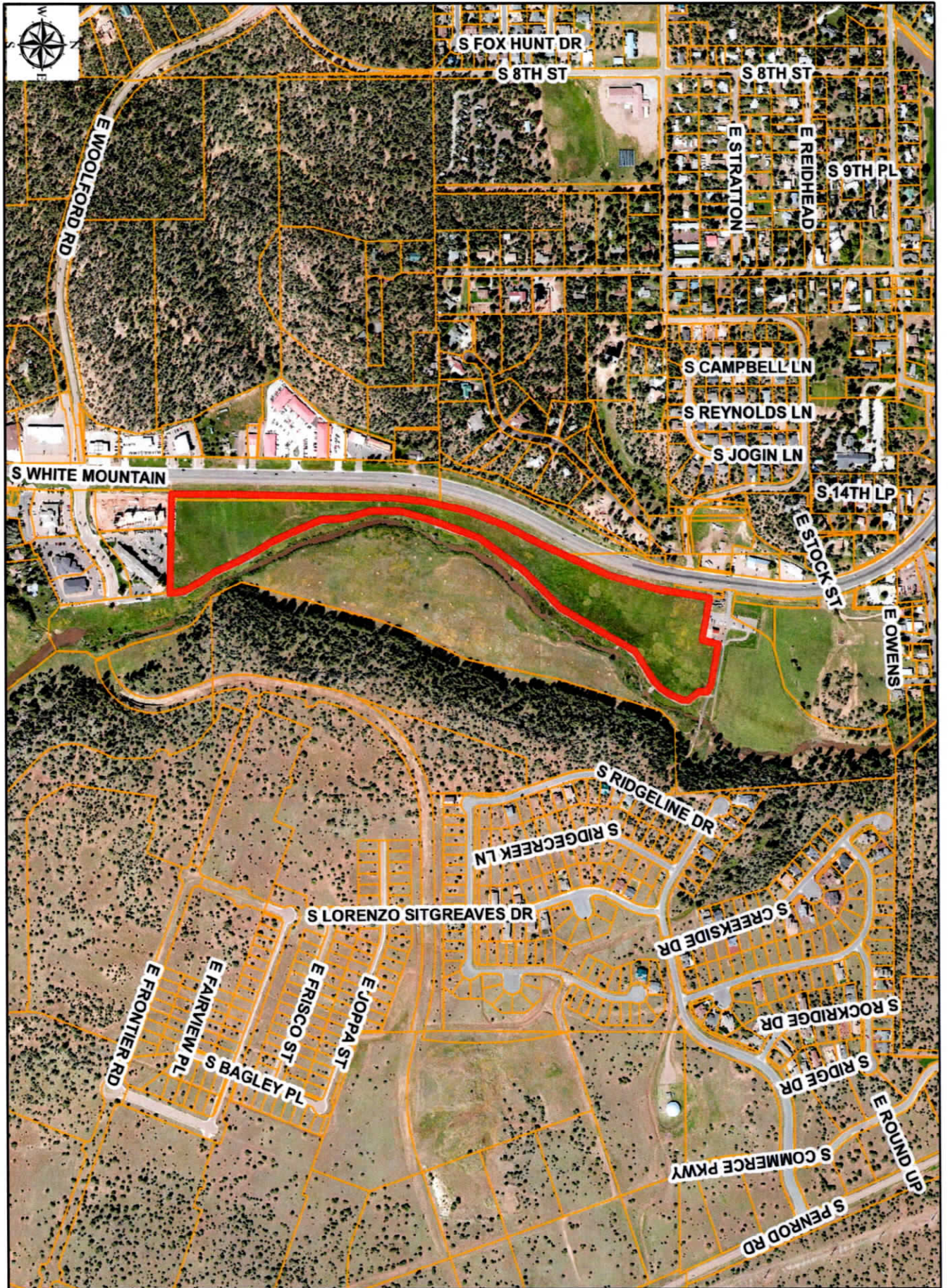
Acknowledged before me this 27 day of March 2023 by Jonathon Ellsworth for the EB Ellsworth Family Limited Partnership

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

My Commission Expires: 10-5-23











SUBJECT PROPERTY



## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Resolution No. R2023-09 Granting Preservation and Conservation Easement to Arizona State Parks and Authorizing Associated Budget Transfers (Shannon Adams)

### RECOMMENDATION

I **MOVE** to adopt Resolution No. R2023-09 granting a Preservation and Conservation Easement to Arizona State Parks, committing local funds of \$64,604.00 as leverage, authorizing associated budget transfers, and authorizing the Mayor and/or City Manager to sign all necessary documents.

### BACKGROUND

The City purchased the Reidhead House in October 2021 to preserve this historic home for enjoyment by the community. Construction on the home began in 1910, and it is in relatively good shape for its age, but many repairs are needed to restore the house to its original vintage charm. The City has budgeted \$250,000.00 for this project.

As authorized by Resolution No. R2022-22, the City applied for FY2023 Arizona State Parks Heritage Funds for the rehabilitation and historic preservation of the Reidhead House. The City was awarded \$81,000.00 with a participant match of \$61,604.00.

As a condition of grant assistance through the Arizona State Parks Heritage Fund, a Preservation and Conservation Easement on the property is required for a period of 20 years. The purpose of the easement is to assure that the architectural, historic, archaeological, and/or cultural features of the property will be retained and maintained for the Term of Public Use to prevent any use or change of the property that will significantly impair or interfere with the property's architectural, historic, and/or cultural values and significance and to provide public access.

Staff recommends granting a Preservation and Conservation Easement to Arizona State Parks, committing local funds of \$64,604.00 as leverage, authorizing associated budget transfers, and authorizing the Mayor to sign all necessary documents.

Attachments:  
Resolution No. R2023-09  
Easement Deed  
Project Sponsor Agreement

### FISCAL IMPACT

Anticipated cost: \$64,604.00  
Funding source: Reidhead House (11-445-495-7310-2275)

**CITY OF SHOW LOW RESOLUTION NO. R2023-09**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY  
OF SHOW LOW, ARIZONA, GRANTING PRESERVATION AND  
CONSERVATION EASEMENT TO ARIZONA STATE PARKS**

**RECITALS:**

**WHEREAS**, the Legislature under A.R.S. 41-503 has authorized the establishment of the Historic Preservation Heritage Fund Program, providing funds to the State of Arizona and other eligible applicants for the purpose of preserving historic and prehistoric resources; and

**WHEREAS**, the Arizona State Parks Board is responsible for the administration of the program within the State, setting up necessary rules and procedures governing the program; and

**WHEREAS**, Arizona State Parks Board has requested a preservation and conservation easement from the City of Show Low for the Reidhead House, which is owned by the City, for the purpose of assuring that the architectural, historic, archaeological, and/or cultural features of the property will be retained and maintained for the Term of Public Use, to prevent any use or change of the property that will significantly impair or interfere with the property's architectural, historic, and/or cultural values and significance and to provide public access; and

**WHEREAS**, the requested easements will not adversely impact the property.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the City of Show Low, Arizona, hereby:

1. Grant a preservation and conservation easement to Arizona State Parks, as requested, as a condition of Heritage Fund grant assistance.
2. Certifies that the City of Show Low has cash matching funds in the amount of \$61,604.00 from the City General Fund.

**BE IT FURTHER RESOLVED** authorizing the Mayor to sign all necessary documents to convey the preservation and conservation easement to Arizona State Parks.

**PASSED AND ADOPTED** this 4th day of April 2023, by the Mayor and Council of the City of Show Low, Arizona.

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John Leech, Jr., Mayor

ATTEST:

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Rachael Hall, City Clerk

APPROVED AS TO FORM:

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Anna Atencio, City Attorney

Arizona State Parks  
1300 W. Washington  
Phoenix, Arizona 85007  
Attn: Arizona State Historic Preservation Office

PRESERVATION AND CONSERVATION EASEMENT DEED  
(Use when Grant Participant Owns Property to be Improved by Grant)

Grant Project Title: Reidhead House Rehabilitation  
Grant Project #: 642306

THIS PRESERVATION AND CONSERVATION EASEMENT DEED, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date") by and between City of Show Low (Participant) and the Arizona State Parks Board (Board).

WHEREAS, Participant is owner in fee simple of certain real property located in Navajo County, Arizona, more particularly described in Exhibit "C" (the "Property");

WHEREAS, the Board is authorized to accept preservation and conservation easements to protect property significant in national and Arizona history and culture under Arizona Revised Statutes §§ 41-511.03, 41-511.05, and 33-271 through 33-276;

WHEREAS, the Participant must submit a draft nomination to the Arizona Register or the National Register of Historic Places, more particularly described in Exhibit "A".

WHEREAS, Participant and the Board recognize the architectural, historic, archaeological and/or cultural values and significance of the Property, and have the common purpose of conserving and preserving those values and significance;

WHEREAS, the grant of a preservation and conservation easement on the Property by Participant to the Board will assist in preserving and maintaining the Property and its architectural, historic, archaeological, and/or cultural features for the benefit of the people of the State of Arizona and the United States of America;

WHEREAS, to that end, Participant desires to grant, and the Board desires to accept a preservation and conservation easement on the Property (the "Easement") for the period of 20 years starting on the effective date (the "Term of Public Use") which shall run with the land and be binding upon Participant's successors and assigns.

✓

Reidhead House

#642306

Page 2 of 5

THEREFORE, in consideration of the sum of \$81,000.00 that Participant received as grant assistance through the Board from the Arizona State Parks Heritage Fund to be used to improve the Property, Participant does voluntarily grant and convey to the Board the Easement for the Term of Public Use.



## I. PURPOSE

The purpose of the Easement is to assure that the architectural, historic, archaeological and/or cultural features of the Property will be retained and maintained for the Term of Public Use, to prevent any use or change of the Property that will significantly impair or interfere with the Property's architectural, historic, and/or cultural values and significance, and to provide public access.

## II. PARTICIPANT'S COVENANTS

During the Term of Public Use:

A. The Participant agrees to assume the cost of the continued maintenance and repair of the Property and to preserve and/or enhance the architectural, historic, and/or cultural features of the Property that made it eligible for listing in the Arizona Register or the National Register of Historic Places.

B. Upon completion of Arizona Heritage Fund grant work, The Participant agrees that no visual or structural alterations will be made on the property, that are grant-funded and described in Exhibit (A), during the term of this Easement without prior written permission of the Board.

C. The Participant agrees that the Board, and their agents or designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Easement are being observed.

D. Upon completion of Arizona Heritage Fund grant work, the Participant agrees that when the Property is not clearly visible from a public right-of-way or includes interior work funded with Arizona Heritage Fund grants, the property will be open to the public for the purpose of viewing the grant-funded work no less than 12 days a year and at other times by appointment. The Participant may charge a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area. Notice of the time and dates when the facility will be open must be published online during the term of this Easement. Participant must keep documentation of notice publications, which will be available for inspection by the Board or their agents or designees during the Term of Public Use.

E. If the Participant or Board, upon inspection of the Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject

Property, the Participant or Board shall give the Property Owner written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. In the event that Property Owner breaches any of the terms of this Easement, if a court, having jurisdiction, determines that a violation exists or has occurred, Property Owner agrees to reimburse the Participant and/or the Board the amount of the grant plus all fees and expenses incurred in connection with the enforcement of the Easement, including but not limited to court costs, expert and attorney's fees, and interest.

F. Participant agrees to indemnify, release and hold harmless the Board, its employees, officers, agents and assignees from any costs, claims, damages, reimbursements, or payments related to this Easement. Participant additionally agrees that the Board, its employees, officers, agents and assignees have no obligation for maintaining, repairing, or administering the Property or the Easement.

G. Participant agrees to provide timely notice to the Board of the sale or transfer of the property, and to provide the new owner or occupant with a copy of this Easement.

H. Participant hereby acknowledges that Participant has read and understands the Participant Agreement and its attachments, which are attached as Exhibit "A."

IN WITNESS WHEREOF, the Participant and the Board have executed this Easement which shall become effective immediately upon signature by both parties.

PARTICIPANT  
PARTICIPANT

ACKNOWLEDGMENT BY

\_\_\_\_\_  
Signature State of Arizona )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Print Name acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_ by

\_\_\_\_\_  
Title Participant

\_\_\_\_\_  
Date Notary Public  
(Seal)

ARIZONA STATE PARKS BOARD

ACKNOWLEDGMENT BY BOARD

\_\_\_\_\_  
Signature State of Arizona )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Print Name acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_ by

\_\_\_\_\_  
Title Arizona State Parks Board

\_\_\_\_\_  
Date Notary Public  
(Seal)

**Arizona State Parks**  
1110 W Washington St, Phoenix, AZ 85007  
**PROJECT SPONSOR AGREEMENT**

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and the City of Show Low (PROJECT SPONSOR) and shall become effective on the date of signature by the authorized representative of Arizona State Parks.

|                                                                                                                                                                                                                                                                                                           |                                         |                       |                                                                                                                                                                                                                                                                                          |                                          |                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------------|
| <b>PROJECT TITLE:</b><br>Reidhead House Rehabilitation                                                                                                                                                                                                                                                    |                                         |                       |                                                                                                                                                                                                                                                                                          | <b>PROJECT NUMBER:</b><br>ASPT #: 642306 |                                                |
| <b>THIRD PARTY PARTICIPANT'S NAME:</b>                                                                                                                                                                                                                                                                    |                                         |                       |                                                                                                                                                                                                                                                                                          | <b>FY OF REVENUE:</b><br><br>2023        |                                                |
| <b>PROJECT PERIOD:</b><br><br>All expenses and match to be submitted prior to <u>12/15/25</u>                                                                                                                                                                                                             |                                         |                       |                                                                                                                                                                                                                                                                                          |                                          |                                                |
| <b>GRANT PROGRAM:</b><br>Heritage Fund Historic Preservation                                                                                                                                                                                                                                              | <b>GRANT AMOUNT:</b><br><br>\$81,000.00 | <b>%</b><br><br>56.9% | <b>PARTICIPANT MATCH:</b><br><br>\$61,604.00                                                                                                                                                                                                                                             | <b>%</b><br><br>43.1%                    | <b>TOTAL PROJECT COST:</b><br><br>\$142,604.00 |
| <b>APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS:</b> Attachment A & B                                                                                                                                                                                                                                    |                                         |                       |                                                                                                                                                                                                                                                                                          |                                          |                                                |
| <b>AUTHORITIES TO ENTER INTO THIS AGREEMENT:</b><br>(statute, resolution, minutes, etc.)<br>STATUTE: ARS § 41-501-502-503-504 RESOLUTION: R2022-22                                                                                                                                                        |                                         |                       |                                                                                                                                                                                                                                                                                          |                                          |                                                |
| <b>AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD:</b><br><div style="display: flex; justify-content: space-between;"><div style="width: 60%;">Signature<br/>Kevin Brock<br/>Assistant Director</div><div style="width: 35%;">Date</div></div>                                              |                                         |                       |                                                                                                                                                                                                                                                                                          |                                          |                                                |
| <b>ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW.</b><br><br><div style="border-top: 1px solid black; margin-top: 20px;">Morgan Brown, City Manager</div> <div style="border-top: 1px solid black; margin-top: 20px;">Date</div> |                                         |                       | <b>PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional)</b><br><br><div style="border-top: 1px solid black; margin-top: 20px;">Attorney's Signature</div> <div style="border-top: 1px solid black; margin-top: 20px;">Date</div> |                                          |                                                |

The most recent version of the General Provisions based on the Project Sponsor and project type are attached and incorporated into this agreement.

**Arizona State Parks  
PROJECT SPONSOR AGREEMENT**

**Attachment A  
Approved Project Scope and Special Conditions**

**PROJECT SPONSOR:** City of Show Low

**PROJECT TITLE:** Reidhead House Rehabilitation

**PROJECT NUMBER:** 642306

**PROJECT DESCRIPTION:** The City of Show Low will rehabilitate a recently acquired historic home, circa 1910, located in downtown Show Low. Some minor restoration of interior casework is needed but most is in good condition. Waterproof elements such as foundation perimeter drains and rain gutters will be installed as part of the overall renovation to ensure the structural integrity of the foundation is preserved against runoff from rain and snow. Replacement of some damaged flooring in the downstairs parlor and submit a nomination for this building to be listed on the National Register of Historic Places.

**APPROVED PROJECT SCOPE:**

|                                                    |                     |
|----------------------------------------------------|---------------------|
| Repaint interior of home.....                      | \$19,500.00         |
| Repair interior cracks .....                       | \$5,500.00          |
| Repair exterior brick.....                         | \$7,200.00          |
| Repaint exterior wood trims.....                   | \$4,800.00          |
| Install half-round rain<br>gutters.....            | \$5,000.00          |
| Repair & replace porch columns.....                | \$2,500.00          |
| Upgrade gas lines.....                             | \$2,000.00          |
| Install new ash plank flooring.....                | \$10,000.00         |
| Removal of existing modern kitchen.....            | \$3,000.00          |
| Reconstruct period correct kitchen.....            | \$42,500.00         |
| Restore interior casework.....                     | \$15,000.00         |
| Replace plumbing fixtures with period correct..... | \$2,800.00          |
| Lighting fixtures, period correct.....             | \$7,200.00          |
| Architectural Evaluation - Consultant.....         | \$8,000.00          |
| Architectural Evaluation and HPIF .....            | \$7,604.00          |
| <b>Total</b>                                       | <b>\$142,604.00</b> |

**DESCRIPTION AND SOURCE(S) AND AMOUNTS FOR APPROVED MATCH**

City of Show Low will provide up to \$61,604.00 in inkind and cash match for this project.

**SPECIAL CONDITIONS:**



The administration of this grant Participant Agreement is also subject to the contents of the Administrative Guidelines for Awarded Grants published by Arizona State Parks.

Actual project work must begin within 6 months of the fully executed Participant Agreement; construction must begin within 18 months of the fully executed Participant Agreement.

Projects must directly involve resources listed in the ARHP or NRHP or determined eligible for listing by SHPO. As the Reidhead House is not currently listed in the ARHP/NRHP, a draft nomination to the ARHP or NRHP must be submitted to SHPO prior to submission of the final grant payment request.

Preliminary design plans, conceptual drawings, and/or construction documents must indicate the project complies with the Secretary of Interior's Standards for Preservation. Onsite work may not proceed until such documentation is submitted for review by the SHPO and subsequently accepted by the Grant Program Coordinator.

The *Secretary of the Interior's Standards for Rehabilitation (Standards)* must be followed for all Heritage Preservation Grant projects (<https://www.nps.gov/tps/standards/rehabilitation.htm>). A final summary report and project "after" photos (if applicable) must be submitted with the required closure documentation.

A. Grant funding has been awarded based on preliminary review of the proposed rehabilitation. Selected grant recipients shall submit documentation to the State Historic Preservation Office for review and concurrence with a Finding of "no adverse effect" for the proposed rehabilitation work, prior to commencing with construction. The review submission shall include:

1. A narrative Scope of Work, specifically describing scope elements that will have an affect on the character-defining features of the property.
2. Design (or construction) drawings with a sufficient level of detail to understand the impact of the proposed rehabilitation work on the historic character of the property. If the information does not provide enough detail to understand the extent of the rehabilitation, additional information may be requested to complete the SHPO review.
3. Photographs of the existing condition of the historic property. The photos shall include exterior elevations of all sides of the building and all areas of proposed rehabilitation work, both interior and exterior.
4. The SHPO review documentation shall be submitted electronically to [azshpo@azstateparks.gov](mailto:azshpo@azstateparks.gov).

**Detailed status quarterly reporting in ASPT's on-line system is required. Failure to provide these reports when requested will result in points being deducted in future funding requests and project funds being withdrawn. Failure to provide status reports when required my result in funds being withdrawn. (End of September, December, March and June)**

See the General Provisions – Attachment B

#### **OTHER CONDITIONS**

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for

the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Allocated project funds can only be expended on the designated scope items. Any changes to the scope of work prior to, or during construction, shall be submitted prior to the implementation of the revised work for SHPO review and concurrence.

At the completion of the project, a SHPO representative will visit the property to ensure that all work completed has been performed in accordance with the Standards. If changes have been made without SHPO review, and these changes have been deemed to result in a loss of integrity to the property, grant funds may be withheld.

Arizona State Parks and Trails  
GRANT PROJECT SPONSOR AGREEMENT  
**Attachment B**  
General Conditions Applicable to Project Grants

This Agreement applies to grants for non-motorized projects awarded pursuant to the Off-Highway Vehicle Program, the Recreational Trails Program, Heritage Fund Program and State Lake Improvement Fund Program.

**PART I – DEFINITIONS**

For purposes of this Agreement:

- A. "Agreement" means the Grant Project Sponsor Agreement and its attachments. B. "AORCC" is the Arizona Outdoor Recreation Coordinating Committee. Together, AORCC and the Board are "the Parties."
- C. "BOARD" means the Arizona State Parks BOARD. Together, AORCC and the Board are "the Parties." D. "Conversion" means the replacement of grant-funded facilities with new facilities that are of reasonably equivalent usefulness and location as the original.
- E. "Eligible Costs" mean direct costs attributed to the project grant program, such as: 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the grant; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the grant; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; and 5) direct services furnished specifically for the grant program by other agencies. These costs are identified by the PROJECT SPONSOR in the Estimated Project Cost Sheet that is submitted with the Certified Application Form and application packet. The costs are then approved by the BOARD or by an amendment to this Project Agreement. Generally, eligible costs are identified in the applicable grant manual.
- F. "Facilities" mean capital improvements.
- G. "Fund" means the Federal Recreational Trails Program.
- H. "Guidelines" mean the Administrative Guidelines for Awarded Grants and any other applicable program directives adopted by the BOARD.
- I. "Ineligible Costs" are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the project.
- J. "Match" includes cash, in-kind contributions, or donations, including volunteer time or materials contributed to the project with no intention of reimbursement.
- K. "Obsolescence" means that an area or facility may be determined obsolete during the Term of Public Use if (1) reasonable maintenance and repairs are not sufficient to keep the facility or equipment operating; (2) changing needs dictate a change in the type of facilities or equipment provided; (3) operating practices dictate a change in the type of facilities or equipment required; or (4) the facility or equipment is destroyed by fire, natural disaster, or vandalism. Declaring the facility obsolete means that the PROJECT SPONSOR receives a waiver of the replacement requirements. No later than 90 days after a facility or equipment is taken out of public use, the PROJECT SPONSOR may request a waiver of repayment or replacement requirements in writing. A determination of obsolescence may be made at the sole discretion of the BOARD.
- L. "PROJECT SPONSOR" means an eligible applicant that has been awarded a grant to develop a project or coordinate an education program.
- M. "Project" means the sum of the activities identified with specific costs in the grant application packet that are eligible under the referenced grant application manual and have been approved by the BOARD. N. "Project Period" means the period of time during which all approved work and related expenditures associated with development of the project are to be completed by the PROJECT SPONSOR. O. "Repayment" means returning grant money to the Fund in the event the PROJECT SPONSOR expends advanced funds for ineligible costs or fails to expend the advanced funds for eligible project costs during the term of this grant.
- N. "Sub-contract" means an Agreement/contract between the PROJECT SPONSOR and another individual or entity whereby labor, work, services, or other responsibilities are supplied or performed in furtherance of the PROJECT SPONSOR'S responsibilities under this Agreement
- O. "Term of Public Use" means the time required for public use. The Term of Public Use of the grant assisted facilities must be at least:
1. Equipment (personal property) grant investment of more than \$50,000 per item: 25 years
  2. Facilities (real property): 20 years
  3. Land: 99 years unless obsolescence applies. The Term of Public Use will begin on the date of completion identified in the Completion Certification Letter.

## PART II – PERFORMANCE

### A. ADMINISTRATION

1. Conditions - This Agreement is subject to the availability of grant funds and appropriate approvals, and is subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, the Arizona Administrative Code, other acts of the Arizona Legislature, executive orders of the Governor, and the decisions and policies of the BOARD.
2. Incorporation of Application, Grant Manual, and Administrative Guidelines - The following documents are incorporated by reference into this agreement: The PROJECT SPONSOR'S grant application packet; the applicable grant manual; and the most recent revision of the Administrative Guidelines for Awarded Grants. In the event of a conflict or ambiguity, the terms of this Agreement and Attachments A and B to this Agreement must take precedence.
3. Use of Grant Funds - Awarded grant funds must be used solely for eligible purposes of the funding program, as defined by statute and as approved by the BOARD.
4. Transfer of Grant Funds - Awarded grant funds will be transferred to the PROJECT SPONSOR according to the terms of this Agreement. Staff will not process reimbursements requests for less than \$1,000 unless it is the final request.
5. Grant Retention - Ten percent (10%) of the grant amount will be retained from reimbursement until Staff notifies the PROJECT SPONSOR in writing that the project is officially closed and completed.
6. Grant Accountability - Grant funds must be managed separately within the PROJECT SPONSOR'S accounting system that identifies the name and number of this project. The funds must only be expended as authorized under the terms of this Agreement.
7. Accomplishment of Project - The project must be accomplished according to the terms of this Agreement and applicable State laws.
8. Amendments - This Agreement may be amended in writing by the Parties of the Agreement upon written request of the PROJECT SPONSOR, good cause shown, and approval by the BOARD. Eligible amendments include adjustments to the project period, funding amount, or minor changes to the scope items.
9. Use of Project - Project accomplishments must be open or available to the public as specified in the Term of Public Use. If the grant funded capital improvements are not maintained and kept open for public use for the term specified in the Term of Public Use, the PROJECT SPONSOR must refund to the BOARD the awarded grant amount within six (6) months of the date the improvements are no longer maintained or kept open for public use, unless the BOARD agrees that obsolescence or conversion is appropriate.
10. Special Conditions - Special conditions to this agreement are binding upon and inure to the benefit of the successors and assigns of each of the Parties to this agreement. Breach of any condition will be enforceable by any remedies available under applicable Federal or State law.
11. Conversion - No land or facilities acquired or developed with State assistance will, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The BOARD will approve such conversion only if it finds the replacement property to be in accord with the current grant statute. Conversions will require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location, and concurrence of the landowner. The replacement property will then become subject to this agreement. In lieu of conversion, the PROJECT SPONSOR may apply for a declaration of obsolescence. In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised may be approved. The PROJECT SPONSOR must notify the BOARD of the conversion as soon as possible and seek approval of replacement property in accord with the conditions set forth in this agreement. The PROJECT SPONSOR must accomplish such replacement within a reasonable time, acceptable to the BOARD, after the conversion of the property occurs. This paragraph also applies to (1) leased properties acquired and/or developed with Fund assistance, where such lease is terminated prior to its full term pursuant to lease provisions known and agreed to by the BOARD; and (2) properties subject to other outstanding rights and interests known to and agreed to by the BOARD.

### B. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period will be eligible for reimbursement according to the terms of this agreement. Combined pre-agreement and design and engineering costs must not exceed 10% of the approved grant award.

### C. ACQUISITION

Values of property purchased with grant assistance must be appraised by an appraiser with active State certifications according to the Uniform Standards of Professional Appraisal Practice. This appraisal must be prepared within one year prior to the acquisition. Grant participation must be according to the grant award amount, the approved market value, or the purchase price, whichever is less.

### D. CARE AND DISPOSITION OF EQUIPMENT

Equipment purchased with grant funds to develop a project may remain in the possession of the PROJECT SPONSOR for as long as the equipment is being used for eligible project work, at the sole discretion of State Parks. State Parks reserves the right to claim equipment purchased under this Agreement when it is no longer being used for the purpose for which it was purchased.

### E. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish the project must incorporate by reference, in each sub contract, the provisions of this Agreement. The PROJECT SPONSOR bears full responsibility for acceptable performance under each sub-contract.
2. The PROJECT SPONSOR must pay when due any claim of a sub-contractor, employee, independent contractor, or any other employed individual performing the approved work for services pursuant to this Agreement.
3. Any sub-contract for employment by the PROJECT SPONSOR must be in writing and contain a provision whereby a person so employed or with whom a sub-contract has been entered acknowledges that the State of Arizona and the BOARD are not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

### F. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PROJECT SPONSOR must submit a project status report not less than quarterly. The status report will include, at a minimum, the following: (a) progress toward completing the approved scope of work; and (b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PROJECT SPONSOR must consult with the BOARD, as needed, to review progress. The BOARD reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use in order to assure compliance with the terms of this agreement.
2. The PROJECT SPONSOR must certify compliance with the Project Agreement every five years, until the end of the Term of Public Use, on a form to be provided by the BOARD. In addition, on-site inspections will be conducted periodically at the discretion of the BOARD. The following will be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use; appearance, and maintenance.
3. The PROJECT SPONSOR must provide the Board with written consent of the landowner to conduct on-site inspections; failure to do so is a failure to keep or maintain the property for public use.

### G. EARNED INTEREST ON ADVANCED FUNDS

Interest generated from funds advanced to the PROJECT SPONSOR during the project period must be used to further the purposes of the specified project. Funds advanced, but not spent to complete the project, must be returned to the BOARD at the completion of the project.

### H. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

With written permission from the BOARD or Arizona State Parks, the PROJECT SPONSOR may use products or publishable matter produced with grant assistance the BOARD will have nonexclusive license to use and reproduce, without payment, such materials. The PROJECT SPONSOR must receive written permission from State Parks prior to utilizing publishable material for commercial or public purposes. This paragraph is not applicable to architectural or engineering plans produced with grant assistance.

### I. FUND SOURCE RECOGNITION

The PROJECT SPONSOR must permanently and publicly acknowledge the grant program(s) that assisted project accomplishments (including, but not limited to: final documents; audio-visual recordings; photographs; plans; drawings; publications; advertisements; and project plaques). At a minimum, this



acknowledgment must include the following: "This program was financed in part (or in full) by a grant from the Federal Recreational Trails Program administered by the Arizona State Parks."

#### J. PROJECT COST VERIFICATION

The PROJECT SPONSOR must submit project expenditure documents to the BOARD or State Parks for verification or audit purposes, upon request.

#### K. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PROJECT SPONSOR may transfer responsibilities under the terms of this agreement to another eligible participant, provided that approval has been granted by the BOARD in writing prior to the transfer.

### PART III – COMPLIANCE

#### A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PROJECT SPONSOR hereby assigns to BOARD any and all claims for such overcharges.

#### B. ARBITRATION

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. Venue shall be in Maricopa County, Arizona.

#### C. APPLICABLE LAW

In accordance with A.R.S. § 51-2501, et seq, and A.A.C. R2-7-101, et seq. Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona State Procurement Code.

#### D. NON-DISCRIMINATION

In accordance with A.R.S. § 41-1461, et seq, Agreement shall provide equal employment opportunity for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. PROJECT SPONSOR shall comply with all applicable provisions of the Arizona Americans with Disabilities Act of 1992, A.R.S. § 41-1492, et. seq. and the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. § 225 and 611), and applicable state rules and federal regulations under the Acts.

#### E. E-VERIFY

In accordance with A.R.S. § 41-4401, PROJECT SPONSOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC section A.R.S. § 23-214, Subsection A.

#### F. AUDIT AND RECORDS RETENTION

In accordance with A.R.S. § 35-214, the PROJECT SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the PROJECT SPONSOR shall produce the original of any or all such records.

#### G. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, state may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating negotiating, securing, drafting or creating the Agreement on behalf of the State, at Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

#### H. REMEDIES

1. The BOARD may temporarily suspend grant assistance obligated to the PROJECT SPONSOR pending required corrective action by the PROJECT SPONSOR or pending a decision to terminate the grant by

the BOARD.

2. The PROJECT SPONSOR may unilaterally terminate this Agreement at any time before the first payment is made. After the initial payment, this Agreement may be terminated, modified, or amended by the PROJECT SPONSOR only by written mutual agreement of the Parties.
3. The BOARD may terminate this Agreement in whole or in part at any time before the date of completion if it determines that the PROJECT SPONSOR has failed to comply with the terms or conditions of the grant. The BOARD will promptly notify the PROJECT SPONSOR in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PROJECT SPONSOR must be returned to the BOARD if this Agreement is terminated for cause.
4. The BOARD or PROJECT SPONSOR may terminate this Agreement in whole or in part at any time before the date of completion when both Parties agree that the continuation of the development project would not produce beneficial results commensurate with the further expenditure of funds. The two Parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PROJECT SPONSOR must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The BOARD may allow full credit to the PROJECT SPONSOR for the grant share of properly incurred obligations that cannot otherwise be canceled before the effective termination date.
5. The BOARD may require specific performance of the terms of this Agreement or take legal steps necessary to recover the funds granted if the PROJECT SPONSOR fails to comply with the terms of the grant or breaches any condition or special condition of this Agreement.
6. The BOARD may request and the PROJECT SPONSOR must deliver repayment of funds advanced under this agreement in conjunction with the remedies in this section.
7. The remedies expressed in this Agreement do not limit the rights of the BOARD. This Agreement does not in any way abridge, defer, or limit the BOARD'S right to any right or remedy under law or equity that might otherwise be available to the BOARD.

#### I. CULTURAL RESOURCES

The PROJECT SPONSOR must meet the requirements of the State Historic Preservation Act (A.R.S. §41- 861 to 41-864) before project initiation.

#### K. DISCLOSURE REQUIREMENTS

PROJECT SPONSOR must comply with the terms of A.R.S. § 35-181.03 or its successor statute(s) regarding audited financial statements provided to the BOARD.

#### L. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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 of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Arizona State Parks Board (ASPB) is self-insured per A.R.S. 41-621.

In addition, should PROJECT SPONSOR utilize a contractor(s) and subcontractor(s) the indemnification clause between PROJECT SPONSOR and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, sub-contractor shall defend, indemnify, and hold harmless the PROJECT SPONSOR 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

#### M. INSURANCE REQUIREMENTS

PROJECT SPONSOR and sub-contractors must procure and maintain occurrence-based insurance policies that cover claims for injury or death to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the PROJECT SPONSOR, its agents, representatives, employees or subcontractors.

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

#### Minimum Scope and Limits of Insurance:

PROJECT SPONSOR shall provide coverage with limits of liability not less than those stated below.

##### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate ..... \$2,000,000
- Products – Completed Operations Aggregate ..... \$1,000,000
- Personal and Advertising Injury ..... \$1,000,000
- Blanket Contractual Liability – Written and Oral ..... \$1,000,000
- Fire Legal Liability ..... \$100,000
- 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 PROJECT SPONSOR.
- 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 PROJECT SPONSOR.

##### 2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000

- a. The policy must be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR, involving automobiles owned, leased, hired or borrowed by the PROJECT SPONSOR."
- b. Policy must contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

##### 3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory

•Employers' Liability

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

- a. Policy must contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.
- b. This requirement does not apply to: Separately, EACH PROJECT SPONSOR or sub-contractor exempt under A.R.S. 23-901, and when such PROJECT SPONSOR or sub-contractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Additional Insurance Requirements:

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the PROJECT SPONSOR, even if those limits of liability are in excess of those required by this Agreement.
2. The PROJECT SPONSOR'S insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the PROJECT SPONSOR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

Notice of Cancellation:

Applicable to all insurance policies required within the Insurance Requirements of this Agreement, PROJECT SPONSOR'S insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, PROJECT SPONSOR must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

PROJECT SPONSOR'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 PROJECT SPONSOR from potential insurer insolvency.

Verification of Coverage:

PROJECT SPONSOR shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that PROJECT SPONSOR has the insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Agreement 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 Agreement at any time.

Subcontractors:

PROJECT SPONSOR's certificate(s) shall include all subcontractors as insureds under its policies or

PROJECT SPONSOR 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 Agreement, proof from the PROJECT SPONSOR 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 Agreement, as deemed necessary. Such action will not require a formal Agreement amendment, but may be made by administrative action.

Exceptions:

In the event the PROJECT SPONSOR 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 PROJECT SPONSOR of subcontract(s) is a State of Arizona agency, board, commission, or university, none of the above shall apply.



# Exhibit C to the Conservation Easement Agreement

## Baseline Documentation

### Reidhead House Rehabilitation, Show Low, Arizona

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of *Reidhead House*. Also, current photo documentation must be attached to the baseline documentation.

Grant Project Title: Reidhead House Rehabilitation  
Grant Project #: 642306

#### Significant Character-Defining Interior Spaces and Features

- Insert list of character-defining interior spaces (If any)
  1. Original mahogany casing & doors in front parlor and living room
  2. Original mahogany entryway between parlor and living room
  3. Window transoms above downstairs doors
  4. Upstairs library nook original to the house
  5. Original wood paneled doors throughout the home

#### Significant Character-Defining Exterior Spaces and Features

- Insert list of character-defining exterior spaces
  1. Wide front porch with columns that extends to 3 sides of the home
  2. Gabled roof with dormers
  3. Craftsman style architecture

#### Features of Property Subject to Easement

1. Two-story home built circa 1910 including front, rear and west facing yards.

#### Photo of Property

ATTACHED

**MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, MARCH 21, 2023, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA**

1. Call to Order.

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

2. Roll Call.

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

**COUNCIL MEMBERS ABSENT:** None.

**STAFF MEMBERS PRESENT:** Morgan Brown, City Manager; Anna Atencio, City Attorney; Brad Provost, Police Chief; Justin Johnson, Deputy City Manager; Bill Kopp, Public Works Director; Shane Hemesath, City Engineer; Jacob Allen, Airport Manager; Kathy Clements, Assistant City Clerk; and Rachael Hall, City Clerk.

**GUESTS** Dawn Wilson, John Hannah, Kevin VanWinkle, Chris Albuquerque, Gordan Terracina, Jacque Allen, Sheriff David Clouse, Chief Deputy Brian Swanty, Lieutenant Wylie Williams, Sergeant Kyle Esparza, Tori Gorman, and others.

3. Invocation.

Councilman Clark gave the invocation.

4. Pledge of Allegiance.

Vice Mayor Kakavas led the Council and audience in the pledge of allegiance.

5. **CALL TO THE PUBLIC:**

Any citizen desiring to speak on a matter that is within the jurisdiction of the City Council may do so at this time. Comments 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.

Chris Albuquerque, 1331 North 44th Drive, expressed concerns about children playing basketball in the Show Low Aquatics Center pool when Open Swim was scheduled at the same time as Lap Swim.

Mayor Leech said the staff would look into the issue. Mr. Brown said he met with Ms. Albuquerque and her friends earlier that day, staff was working on a solution and would get back to Ms. Albuquerque.

6. **SPECIAL EVENTS:**

A. Presentation by Navajo County Sheriff's Office.

Sheriff David Clouse, with the Navajo County Sheriff's Office, gave a brief update on the Navajo County Major Crimes Apprehension Team (MCAT) and the community partnerships. MCAT focused on local and direct enforcement of crimes in the surrounding communities and helped local municipalities with major crimes. He introduced Chief Deputy Brian Swanty, Lieutenant Wiley Williams, Sergeant Kyle Esparza, and Tori Gorman, Public Information Officer, who work with the MCAT task force.

Chief Deputy Swanty said that in 2022, MCAT seized 471.2 pounds of Methamphetamine, 9.35 pounds of Heroin, 18,610 grams of Cocaine, 49 pounds of Marijuana, 2,170,342 Fentanyl pills, and \$43,530.00 in US currency. There were significant increases in drug seizures in 2022 compared to 2021.

Chief Deputy Swanty said that in 2022, the Sheriff's Office had 228 physical arrests compared to 143 in 2021.

Chief Deputy Swanty said the primary mission of MCAT was to provide agency assistance. The multi-agency task force included the Sheriff's Office, Show Low Police Department, Winslow Police Department, High Intensity Drug Trafficking Area (HIDTA), Arizona Department of Public Safety Criminal Target Unit, Arizona State Gang Task Force, United States Marshal's Office, Homeland Security Investigations, Drug Enforcement Agency (DEA), Federal Bureau of Investigation, and Navajo County Probation Department.

Chief Deputy Swanty said that in March 2022, MCAT Detectives assisted Saint Johns County Sheriff's, out of Florida, investigate an Armed Robbery/Kidnapping. Their investigation led them to the Holbrook area, where they helped apprehend the suspect and served three search warrants.

Chief Deputy Swanty said that in May 2022, MCAT Detectives conducted a controlled buy from an individual staying at the KC Motel in Show Low. MCAT continued surveillance on the Motel, where there was constant traffic. During the course of the investigation, with the assistance from Navajo County Sheriff's Office K9s, Navajo County Sheriff's Office Patrol, Show Low Police Department, Snowflake Taylor Police Department, and Phoenix Drug Enforcement Bureau seized approximately 11 ounces of methamphetamine, 4,946 suspected fentanyl pills, 15 felony arrests, two firearms, and executed three residential warrants.

Chief Deputy Swanty said that in November 2022, Navajo County Sheriff's Office K9 and MCAT Detectives conducted a traffic stop on a 2022 Chevrolet pickup for a traffic infraction. K-9 Kilo was deployed, which resulted in a positive alert. During the search, approximately 2,181 fentanyl pills were found concealed in two small plastic bags. Two weapons and the vehicle were seized.

Chief Deputy Swanty said that in March 2022, MCAT Detectives, with assistance from the Show Low Police Department, Navajo County Sheriff's Office, and Department of Public Safety Gang and Immigration Intelligence Team Enforcement Mission and Criminal Investigations Unit executed a search warrant at 250 North 16th Avenue, apartment 105 in Show Low stemming from a three-month investigation of the sale of illegal drugs. During the search, six xanax pills, two fentanyl pills, and 37 grams of methamphetamine were located in the residence and the vehicle connected with the investigation. Three subjects were arrested and booked for numerous drug sales charges.

Chief Deputy Swanty said that in September 2022, MCAT Detectives conducted a traffic stop on Buck Springs Road in the Pinetop Country Club on a Dodge truck for moving violations. Subsequent to an investigation, the driver was taken into custody for weapons misconduct. A vehicle search revealed used drug paraphernalia, seven guns, approximately 37.7 grams of methamphetamine, and 69 suspected fentanyl pills. The subject was taken into custody and booked into the Navajo County Jail Annex in Show Low for numerous drug and weapons charges.

Sheriff David Clouse and Chief Deputy Swanty thanked the Council and the Show Low Police Department for supporting the MCAT program.

The Council thanked Sheriff Clouse, Chief Deputy Swanty, Lieutenant Williams, Sergeant Kyle Esparza, and the rest MCAT staff for their work.

7. **CONSENT CALENDAR:**

- A. Consideration of Acceptance of East Huning Sidewalk and Drainage Improvements, City of Show Low Project No. R-4022. (Shane Hemesath)
- B. Consideration of Noncommercial Ground Lease with D'Plane LLC and Termination of Noncommercial Ground Lease with TNLC, L.L.C. at Show Low Regional Airport. (Jacob Allen)
- C. Consideration of Approval of Data Access/Exchange Agreement with Arizona Department of Transportation. (Brad Provost)
- D. Consideration of Approval of New National Opioid Settlements. (Anna Atencio)
- E. Consideration of Resolution No. R2023-08 Approving and Authorizing Intergovernmental Collection Agreement with Arizona Game and Fish Department for Sharing Costs Associated with Americans with Disabilities Act accessibility upgrades to Show Low Lake Boat Ramp. (Anna Atencio)
- F. Consideration of Minutes of Show Low City Council meetings:
  - (1) Regular Meeting of March 7, 2023.

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

8. **NEW BUSINESS:**

- A. Consideration of Appointment of Planning and Zoning Commission Members. (Rachael Hall)

Ms. Hall said the terms of four Planning and Zoning Commission members would expire at the end of March. Staff contacted the incumbents and gauged their interest in reapplying, and two incumbents, Gentry Hatch and Jodi Whitehead, submitted applications.

Ms. Hall said that per policy, City staff advertised the vacancies and received three applications from Jeremy Schnepf, Derik Whipple, and Dawn Wilson. The applicants were interviewed by the Council at a Special Meeting on March 21.

Ms. Hall said the Council was given a ballot showing the names of the five applicants. Council members were to mark their four choices on the ballot for individuals they wished to appoint. After the Clerk tallied the results and announced the four individuals with the most votes, a formal motion



would be made based on the results. Council members' votes would be reflected in the minutes.

The Council members marked their preferences for the four vacant positions. Selections by the Council for the four seats:

▶ Councilman Adams  
Gentry Hatch, Jeremy Schnepf, Derik Whipple, Jodi Whitehead

▶ Councilman Allsop  
Gentry Hatch, Jeremy Schnepf, Derik Whipple, Dawn Wilson

▶ Councilman Clark  
Gentry Hatch, Jeremy Schnepf, Derik Whipple, Dawn Wilson

▶ Councilman Hatch  
Gentry Hatch, Jeremy Schnepf, Derik Whipple, Dawn Wilson

▶ Councilman Judd  
Gentry Hatch, Jeremy Schnepf, Derik Whipple, Jodi Whitehead

▶ Vice Mayor Kakavas  
Gentry Hatch, Derik Whipple, Jodi Whitehead, Dawn Wilson

▶ Mayor Leech  
Gentry Hatch, Derik Whipple, Jodi Whitehead, Dawn Wilson

**COUNCILMAN ALLSOP MOVED TO APPOINT GENTRY HATCH, DERIK WHIPPLE, JEREMY SCHNEPF, AND DAWN WILSON TO THE SHOW LOW PLANNING AND ZONING COMMISSION FOR A TERM EXPIRING MARCH 2027; SECONDED BY COUNCILMAN CLARK; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

B. Consideration of Appointment of Parks and Recreation Advisory Committee Members. (Rachael Hall)

Ms. Hall said the terms of two Parks and Recreation Advisory Committee members, Kristina Lewis and Joel Weeks, would expire at the end of March. Staff contacted the incumbents and gauged their interest in reapplying, and one incumbent, Joel Weeks, submitted an application.

Ms. Hall said that per policy, City staff advertised the two vacancies. Staff received applications from four individuals: Laura Bittick, Michael

Dalessandri, John C. Hannah, and Ken VanWinkle. The applicants were interviewed by the Council at a Special Meeting on March 21.

Ms. Hall said the Council was given a ballot showing the names of the five applicants. Council members were to mark their two choices on the ballot for individuals they wished to appoint. After the Clerk tallied the results and indicated the two individuals with the most votes, a formal motion would be made based on the results. Council members' votes would be reflected in the minutes.

The Council members marked their preferences for the two vacant positions. Selections by the Council for the two seats:

- ▶ Councilman Adams  
Ken VanWinkle, Joel Weeks
- ▶ Councilman Allsop  
Ken VanWinkle, Joel Weeks
- ▶ Councilman Clark  
Ken VanWinkle, Joel Weeks
- ▶ Councilman Hatch  
John C. Hannah, Ken VanWinkle
- ▶ Councilman Judd  
Ken VanWinkle, Joel Weeks
- ▶ Vice Mayor Kakavas  
Michael Dalessandri, Ken VanWinkle
- ▶ Mayor Leech  
Ken VanWinkle, Joel Weeks

**COUNCILMAN ALLSOP MOVED TO APPOINT KEN VANWINKLE AND JOEL WEEKS TO THE SHOW LOW PARKS AND RECREATION COMMITTEE FOR A TERM EXPIRING MARCH 2027; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

- C. Consideration of Appointment of Aviation Advisory Committee Members.  
(Rachael Hall)

Ms. Hall said the terms of two members of the five-member Aviation Advisory Committee would expire at the end of March. Staff contacted the

incumbents and gauged their interest in reapplying, and both incumbents, Louis Booker and Gary Winslow, submitted applications.

Ms. Hall said that per policy, staff advertised the vacancies and received one new application from a resident. The applicants were interviewed by the Council at a Special Meeting on March 21.

Ms. Hall said Resolution No. R2017-04, approved by the Council in February 2017, outlined the requirements for the Aviation Advisory Committee. This resolution stipulated that all committee members must reside in Navajo County, with a majority living within the Show Low city limits. In addition, the Council's preference, though not a requirement, was that at least two pilots served on the committee.

Ms. Hall provided Council members with the applicants' residency and pilot/non-pilot status:

| Name           | Resident | Non-Resident | Pilot | Non-pilot |
|----------------|----------|--------------|-------|-----------|
| Louis Booker   |          | X            | X     |           |
| John C. Hannah | X        |              |       | X         |
| Gary Winslow   | X        |              | X     |           |

Ms. Hall said that of the current standing committee members, Tom Cedarblade was a resident and a pilot, Bruce Ironside was a resident and a non-pilot, and Roger Williams was a resident and a pilot. Therefore, the committee's residency requirement was currently being met.

Ms. Hall said the Council was given a ballot showing the names of the three applicants. Council members were to mark their two choices on the ballot for individuals they wished to appoint. After the Clerk tallied the results and indicated the two individuals with the most votes, a formal motion would be made based on the results. Council members' votes would be reflected in the minutes.

The Council members marked their preferences for the two vacant positions. Selections by the Council for the two seats:

- ▶ Councilman Adams  
Louis Booker, Gary Winslow
- ▶ Councilman Allsop  
Louis Booker, Gary Winslow
- ▶ Councilman Clark  
John C. Hannah, Gary Winslow

► Councilman Hatch  
Louis Booker, John C. Hannah

► Councilman Judd  
Louis Booker, John C. Hannah

► Vice Mayor Kakavas  
Louis Booker, John C. Hannah

► Mayor Leech  
Louis Booker, John C. Hannah

**VICE MAYOR KAKAVAS MOVED TO APPOINT LOUIS BOOKER AND JOHN C. HANNAH TO THE SHOW LOW AVIATION ADVISORY COMMITTEE FOR A TERM EXPIRING MARCH 2027; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

D. Consideration of Appointment of Board of Adjustment Members. (Rachael Hall)

Ms. Hall said the terms of three Board of Adjustment members would expire at the end of March. All three seats were four-year terms. Staff contacted the incumbents and gauged their interest in reapplying, and all three incumbents, Michael Gibson, Bill Johnson, and James Zimmerman, submitted an application.

Ms. Hall said that per policy, City staff advertised the vacancies and did not receive any applications from new applicants.

Ms. Hall said staff recommended appointing Michael Gibson, Bill Johnson, and James Zimmerman to the Show Low Board of Adjustment for terms ending March 2027.

**COUNCILMAN ALLSOP MOVED TO APPOINT MICHAEL GIBSON, BILL JOHNSON, AND JAMES ZIMMERMAN TO THE SHOW LOW BOARD OF ADJUSTMENT FOR A TERM EXPIRING MARCH 2027; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

E. Consideration of Award of Construction Contract for Show Low Communications Facility Renovations, City of Show Low Project No. FM-2023. (Bill Kopp)

Mr. Kopp said the City's fiscal year 2022 Capital Improvement Plan budget included funding for renovating the former Show Low police station to house an expanded dispatch and communications facility. The building was located at 150 North 6th Street. The expansion would accommodate additional dispatch consoles to increase the capacity of the City's capabilities as the City moved toward combining these services to provide regional coverage.

Mr. Kopp said a request for bids was prepared by City engineering staff and advertised per statutory requirements. Four bids were received. The results were as follows:

|                        |                |
|------------------------|----------------|
| LD&B LLC               | \$ 996,633.66  |
| Restore Pro, Inc.      | \$1,164,000.00 |
| Edge Construction, LLC | \$1,418,000.00 |
| Pointe Companies       | \$1,746,111.00 |

Mr. Kopp said staff recommended awarding the construction contract for Show Low Police Communications Facility Renovations, City of Show Low Project No. FM-2023., to LD&B LLC in an amount not to exceed \$996,633.66.

Vice Mayor Kakavas asked Chief Provost to describe the City's dispatch operations. Chief Provost said the Show Low Police Department ran a regional communications center that dispatches for Pinetop-Lakeside Police Department, Show Low Police Department, Snowflake-Taylor Police Department, Pinetop Fire Department, Timber Mesa Fire Department, Pinedale Clay Springs Fire Department, and Heber Overgaard Fire Department. Staff was negotiating to provide dispatch services to the St. Johns Police Department.

Chief Provost said staff was working with Navajo County to create redundancy so that another center could take over operations seamlessly if, in the event of an emergency, a dispatch center was shut down. Staff was also working with the state-wide 9-1-1 system to create a Public Safety Answering Point (PSAP) channel, a radio channel that linked all the dispatch centers in Northern Arizona together and allowed centers to communicate directly.

Councilman Clark asked when the communications facility renovations would be completed. Chief Provost said his understanding was that the project would take eight-to-twelve months to complete, but more would be known after the pre-construction meeting with the contractor.

Councilman Clark asked what the plans were for the current dispatch center located inside the public safety building. Chief Provost said that

once the dispatch center was relocated from the public safety building, the police department would use that space to expand support services.

Councilman Allsop asked Mr. Kopp about the status of the demolition of the building. Mr. Kopp said the building was gutted and ready for renovation.

**VICE MAYOR KAKAVAS MOVED TO AWARD THE CONSTRUCTION CONTRACT FOR SHOW LOW POLICE COMMUNICATIONS FACILITY RENOVATIONS, CITY OF SHOW LOW PROJECT NO. FM-2023, TO LD&B LLC IN AN AMOUNT NOT TO EXCEED \$996,633.66; SECONDED BY MAYOR LEECH; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

- F. Consideration of Award of Construction Contract for Show Low Lake Americans with Disabilities Act Boat Ramp Improvements, City of Show Low Project No. FM-0623. (Bill Kopp)

Mr. Kopp said the City of Show Low was proposing a joint project with the Arizona Game and Fish Department (AZGFD) to construct accessibility upgrades for the boat ramp at Show Low Lake. The project would be 75% funded by AZGFD and 25% by the City of Show Low. The project was located at Show Low Lake Park, 3300 East Show Low Lake Road, Show Low, Arizona. The work included, but was not limited to, removals of existing asphalt, curb, sidewalk, and trees, installation of new curb, sidewalk, asphalt pavement, ramps, handrail, and incidentals required to provide a complete and functioning project.

Mr. Kopp said a request for bids was prepared by City engineering staff and advertised per statutory requirements. Three bids were received. The results were as follows:

|                                |              |
|--------------------------------|--------------|
| LD&B LLC                       | \$217,891.50 |
| Conco Concrete Specialists LLC | \$235,413.96 |
| Navapache Construction         | \$237,109.30 |

Mr. Kopp said staff recommended awarding the construction contract for Show Low Lake Americans with Disabilities Act Improvements, City of Show Low Project No. FM-0623 to LD&B LLC in an amount not to exceed \$217,891.50.

Mayor Leech asked if a new boat ramp was going to be installed. Mr. Kopp said no, the project would provide wheelchair accessibility to the existing boat ramp and fishing docks.



**COUNCILMAN ALLSOP MOVED TO AWARD THE CONSTRUCTION CONTRACT FOR SHOW LOW LAKE AMERICANS WITH DISABILITIES ACT IMPROVEMENTS, CITY OF SHOW LOW PROJECT NO. FM-0623 TO LD&B LLC IN AN AMOUNT NOT TO EXCEED \$217,891.50; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.**

9. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Council members thanked staff for all their hard work keeping the community safe and running through all the snow and rain the City received the past few months.

B. Mayor

Mayor Leech said the annual BBQ Throwdown would be held the first weekend in May.

Mayor Leech said the opening ceremony for the Pinetop-Lakeside and Show Low Little League teams would be held on April 15 at the Meadows Plaza on Woodland Lake Road.

C. City Manager

Mr. Brown said that on April 1, the recreation department would hold the Wild Hare 3K Color Run/Walk and the Hare Raising Fun Candy Scramble and magic show at Show Low City Park.

Mr. Brown said testing was completed for the waterline project on East Owens and Mills, and the contractor would begin working on the water tie-overs and pavement patching once the weather permits. The pavement repair and re-paving on the West McNeil roadway reconstruction project was scheduled for April 6. Mr. Brown thanked the citizens for their patience as these important projects were completed.

Mr. Brown said the Navajo County Peace Officer Memorial dedication was scheduled for April 22 at noon next to City Hall.

10. **SCHEDULING OF MEETINGS:**

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

Mr. Brown said the budget study session and presentation of the City Manager's recommended budget were scheduled for April 4 at 6:30 p.m.

Mr. Brown said the budget study session with departments was scheduled for April 6 at 6:00 p.m.

11. **ADJOURNMENT.**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF MARCH 21, 2023, AT 7:55 P.M.**

ATTEST:

APPROVED:

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

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

T:\docs\cc03212023

**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 March 21, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

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

(SEAL)

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

## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** **PUBLIC HEARING** and Consideration of Application Submitted by Lloyd Harvey and Thin Thai for #6, *Bar*, Liquor License on Behalf of Bison Golf Club for its Location at 1 North Bison Preserve Drive, Show Low, Arizona (Rachael Hall)

### RECOMMENDATION

I **MOVE** to recommend **approval** to the State Liquor Board of the application submitted by Lloyd Harvey and Thin Thai for #6, *Bar*, Liquor License on Behalf of Bison Golf Club for its location at 1 North Bison Preserve Drive, Show Low, Arizona.

OR

I **MOVE** to recommend **denial** to the State Liquor Board of the application submitted by Lloyd Harvey and Thin Thai for #6, *Bar*, Liquor License on Behalf of Bison Golf Club for its location at 1 North Bison Preserve Drive, Show Low, Arizona (and **stating the reasons for denial**).

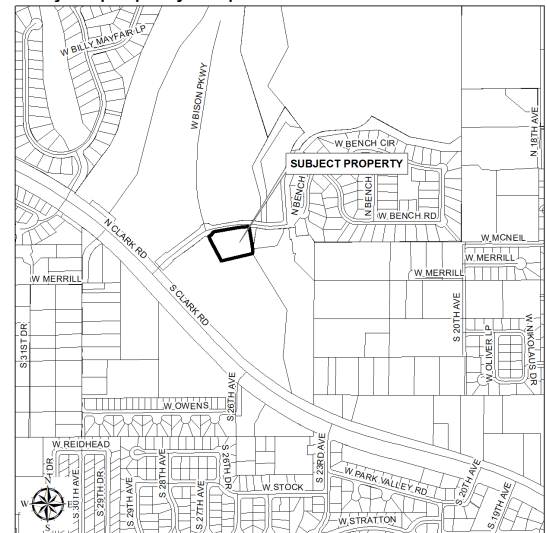
### BACKGROUND

Lloyd Harvey and Thin Thai, representing Bison Golf Club, submitted a “person transfer” and a “location transfer” application for a #6, *Bar*, Liquor License for its location at 1 North Bison Preserve Drive. The request is to transfer the 6, *Bar*, Liquor License currently held by Dayalbhai Ahir of Downtown 9 Motel located at 1451 East Deuce of Clubs in Show Low.

The property has been posted as required by state law, and no public input has been received.

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

Subject property map:



**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 03/07/2023 @ 11:58:24 AM

Local Governing Body Report

|                |
|----------------|
| <b>LICENSE</b> |
|----------------|

|                      |                                                       |                  |            |
|----------------------|-------------------------------------------------------|------------------|------------|
| Number:              | 06090039                                              | Type:            | 006 BAR    |
| Name:                | BISON GOLF CLUB                                       |                  |            |
| State:               | Pending                                               |                  |            |
| Issue Date:          |                                                       | Expiration Date: | 05/31/2023 |
| Original Issue Date: | 06/28/1967                                            |                  |            |
| Location:            | 1 N BISON PRESERVE DRIVE<br>SHOW LOW, AZ 85901<br>USA |                  |            |
| Mailing Address:     | 1 N BISON PRESERVE DRIVE<br>SHOW LOW, AZ 85901<br>USA |                  |            |
| Phone:               | (928)537-4564                                         |                  |            |
| Alt. Phone:          | (928)240-0063                                         |                  |            |
| Email:               | BISONGOLFCLUB@GMAIL.COM                               |                  |            |

Currently, this license has pending applications.

|              |
|--------------|
| <b>AGENT</b> |
|--------------|

|                         |                                                       |
|-------------------------|-------------------------------------------------------|
| Name:                   | LLOYD HARVEY                                          |
| Gender:                 | Male                                                  |
| Correspondence Address: | 1 N BISON PRESERVE DRIVE<br>SHOW LOW, AZ 85901<br>USA |
| Phone:                  | (928)240-0063                                         |
| Alt. Phone:             |                                                       |
| Email:                  | BISONGOLFCLUB@GMAIL.COM                               |

|              |
|--------------|
| <b>OWNER</b> |
|--------------|

|                         |                                                         |                         |    |
|-------------------------|---------------------------------------------------------|-------------------------|----|
| Name:                   | GOLF COMMUNITY MANAGEMENT LLC                           |                         |    |
| Contact Name:           | MARK KNOELL                                             |                         |    |
| Type:                   | LIMITED LIABILITY COMPANY                               |                         |    |
| AZ CC File Number:      | L16289341                                               | State of Incorporation: | AZ |
| Incorporation Date:     |                                                         |                         |    |
| Correspondence Address: | 2051 SILVER LAKE BOULEVARD<br>SHOW LOW, AZ 85901<br>USA |                         |    |
| Phone:                  | (928)537-2744                                           |                         |    |
| Alt. Phone:             | (480)228-1450                                           |                         |    |
| Email:                  | SILVERCREEKGOLFCLUBAZ@GMAIL.COM                         |                         |    |

**Officers / Stockholders**

Name:  
THIN THAI  
LLOYD HARVEY

| Title:             | % Interest: |
|--------------------|-------------|
| Member,Stockholder | 50.00       |
| Member,Stockholder | 50.00       |

**GOLF COMMUNITY MANAGEMENT LLC -  
Member,Stockholder**

Name: LLOYD HARVEY  
Gender: Male  
Correspondence Address: 1 N BISON PRESERVE DRIVE  
SHOW LOW, AZ 85901  
USA  
Phone: (928)240-0063  
Alt. Phone:  
Email: BISONGOLFCLUB@GMAIL.COM

**GOLF COMMUNITY MANAGEMENT LLC -  
Member,Stockholder**

Name: THIN THAI  
Gender: Male  
Correspondence Address: 1 N BISON PRESERVE DRIVE  
SHOW LOW, AZ 85901  
USA  
Phone: (928)358-0179  
Alt. Phone:  
Email: THIN@LINCANOS.NET

## APPLICATION INFORMATION

Application Number: 234640  
Application Type: Location / Owner Transfer  
Created Date: 03/03/2023

## QUESTIONS & ANSWERS

### 006 Bar

- 1) Are you applying for an Interim Permit (INP)?  
No
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  
No
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)  
SHOWLOW HIGH SCHOOL- 5 MILES  
1201 N Cougar Ln, Show Low, AZ 85901
- 11) Are you one of the following? Please indicate below.  
Property Tenant  
Sub-tenant  
Property Owner  
Property Purchaser  
Property Management Company  
Property Tenant
- 12) Is there a penalty if lease is not fulfilled?  
Yes  
What is the penalty?  
\$50,000.00
- 13) What is the total money borrowed for the business not including the lease?  
Please list lenders/people owed money for the business.  
0
- 14) Is there a drive through window on the premises?  
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
CONTIGUOUS PATIO
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No
- 23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)  
\$40,000.00



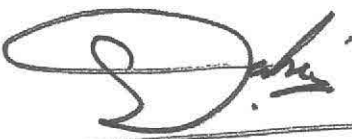


Date 8-11-2022

FEB 24 AM 10:58 AZD LLC  
23 JAN 25 AM 11:22 AZD LLC

This Authenticates a Purchase Bill of Sale  
For Liquor License 06090039 From  
DayALBHAI AtliR Company: Golf Community Management  
TO: LLOYD Harvey LLC  
DBA Bison Golf Club

For The Value of \$40,000 USD

Seller: 

Buyer: 

23 MAR 2 1:44 PM 2023

CSR:  
Amount:



## AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

Type or Print with Black Ink

### DLLC USE ONLY

Job #: 234640  
Date Accepted: 3/7/23  
CSR: CA

License Number: 06090039

*Tr. Consent*

**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: Harvey Lloyd Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

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

4. Place of birth: New Rochelle N.Y. USA Height: 5-9 Weight: 150 Eyes: BR Hair: BR  
City State COUNTRY

5. Name of current/most recent spouse: N/A 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? 2000

7. Daytime telephone number: 928-240-0063 Email address: BisongolClub@gmail.com

8. Premises Name: Bison Golf Club Business Phone: 928/537/4564

9. Premises Address: 1 N. Bison Preserve Dr. Show Low Az Navajo 85901  
Street (do not use PO Box) City State County Zip

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

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 05/2006            | CURRENT          | owner operator / Golf Course  | Bison Golf & Club                                                         |
|                    |                  | Bison Golf Club               | 1 N. Bison Preserve Dr. Show Low, AZ<br>85901                             |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

| FROM<br>Month/Year | To<br>Month/Year | Street                 | City     | State | Zip   |
|--------------------|------------------|------------------------|----------|-------|-------|
| 07/2021            | CURRENT          | 1901 W. Devce of Clubs | Show Low | AZ    | 85901 |
| 07/2015            | 07/2021          | 860 N. 36th Drive      | Show Low | AZ    | 85901 |
|                    |                  |                        |          |       |       |
|                    |                  |                        |          |       |       |
|                    |                  |                        |          |       |       |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? 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) Lloyd Harvey 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: L Harvey

Date: 2-27-2023





## ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> 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) \_\_\_\_\_

*Lloyd Harvey*

### 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 *New Rochelle* State *N.Y.* COUNTRY *USA*

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

2) Name of document: *Passport*

If you answered **No**, you must complete Sections III.

**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.

Passport

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. §

Lloyd Harvey

Print Name

[Signature]

Signature

12-26-2022  
12/26/22

Date



~~25 JAN 25 AM 11:23 HZDLLC~~

*Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.*



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

# UNITED STATES OF AMERICA

| Type / Type / Tipo | Code / Code / Código | Passport No. / No. du Passeport / No. de Pasaporte |
|--------------------|----------------------|----------------------------------------------------|
|--------------------|----------------------|----------------------------------------------------|

P USA

563004951

Surname / Nom / Apellidos

HARVEY

Given Names / Prénoms / Nombres

LLOYD

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Lugar de nacimiento / Lugar de nacimiento

Sex / Sexe / Sexo

NEW YORK, U.S.A.

N

Date of issue / Date de délivrance / Fecha de expedición

Authority / Autorité / Autoridad

01 Aug 2017

Date of expiration / Date d'expiration / Fecha de caducidad

United States  
Department of State

31 Jul 2027

Endorsements / Mentions Spéciales / Agradecimientos

SEE PAGE 27

USA



P<USA HARVEY<<LLOYD<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<  
5630049519USA6210054M2707314285132252<287890

**ADMINISTRATION**  
6501 E Greenway Parkway  
Suite 103-500  
Scottsdale, Arizona 85254  
[ops@discoverydetectivegroup.com](mailto:ops@discoverydetectivegroup.com)

[www.discoverydetectiveacademy.com](http://www.discoverydetectiveacademy.com)

VOICE (480) 946-7173  
FAX (480) 922-4656

# Discovery

DETECTIVE  
ACADEMY

Discovery Detective Group — Affiliate  
Hazardous & Detail Solutions

23 FEB 24 AM 10:58 AZD LLC  
23 JAN 25 AM 11:22 AZD LLC

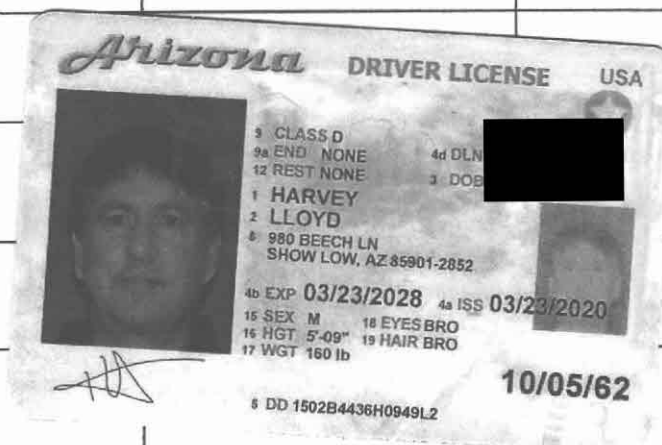
CAMPUS

7418 E Helm Drive  
Suite 200  
Scottsdale, AZ 85260

[operations@discoverydetectivegroup.com](mailto:operations@discoverydetectivegroup.com)  
[www.discoverydetectiveacademy.com](http://www.discoverydetectiveacademy.com)

VOICE (480) 951-6545  
FAX (800) 315-0691

| CLASS ROSTER                                                                                                                                                                                                                                                                                                 |                                  | LOCATION of CLASS                                                                    | TRAINING CODES                                                                   |                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>Liquor Law</b><br>Certificates are given at successful completion of class.<br>If you leave prior to class completion NO certificate will be issued. We cover both On & Off for basic & managers. Class times are approximate and may run slightly longer. ID verification by the instructor is required. |                                  | Classroom at: _____<br>or<br>On-site: <i>online</i><br><i>8AM-1PM</i>                | 1 = On sale<br>2 = Off sale<br>3 = On & Off<br><br>A = Basic<br>B = Basic & Mgmt |                                                       |
| STUDENTS PRINTED NAME & STUDENTS SIGNATURE                                                                                                                                                                                                                                                                   | ID TYPE<br>ID #<br>ID Expiration | COMPANY & ADDRESS                                                                    | TRAINING CODE<br>[Pick 2]                                                        | CONTACT INFO:<br>PHONE # & e-mail                     |
| 1 <i>LLOYD HARVEY</i><br><i>(Signature)</i>                                                                                                                                                                                                                                                                  | <i>DRIVERS</i><br>[REDACTED]     | <i>Bison Golf Club</i><br><i>1 N. Bison Preserve Dr</i><br><i>Show Low, AZ 85901</i> | <i>3B</i>                                                                        | <i>928-537-2744</i><br><i>bisongolfclub@gmail.com</i> |
| 2                                                                                                                                                                                                                                                                                                            |                                  |                                                                                      |                                                                                  |                                                       |
| 3                                                                                                                                                                                                                                                                                                            |                                  |                                                                                      |                                                                                  |                                                       |
| 4                                                                                                                                                                                                                                                                                                            |                                  |                                                                                      |                                                                                  |                                                       |
| 5                                                                                                                                                                                                                                                                                                            |                                  |                                                                                      |                                                                                  |                                                       |
| 6                                                                                                                                                                                                                                                                                                            |                                  |                                                                                      |                                                                                  |                                                       |
| 7                                                                                                                                                                                                                                                                                                            |                                  |                                                                                      |                                                                                  |                                                       |
| 8                                                                                                                                                                                                                                                                                                            |                                  |                                                                                      |                                                                                  |                                                       |
| 9                                                                                                                                                                                                                                                                                                            |                                  |                                                                                      |                                                                                  |                                                       |



Certificate # 123122

\*23 JAN 25 AM 11:22 AZDILLC

Certificate of Completion  
For  
Title 4 **BASIC** Liquor Law Training

☐ On-sale  
☐ Off-sale  
☒ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

**Lloyd Harvey**

Full Name (please print)

*[Signature]*

Signature

12-31-2022

Training Completion Date

12-31-2025

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**Arizona Liquor Training – A Division of Discovery Detective Academy**

Company Name

7418 East Helm Dr., Scottsdale, AZ 85260

Mailing Address

(480) 951-6545

Daytime Contact Phone Number

I, Jacque Bell, certify that the above named individual did successfully complete  
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*[Signature]*  
Instructor Signature

31 / DEC / 2022

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below

2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)  
Conveyance (series 8)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate # 123122

\*23 JAN 25 AM 11:22 AZD LLC

Certificate of Completion  
For  
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

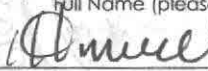
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

**Lloyd Harvey**

Full Name (please print)

  
Signature

**12-31-2022**

Training Completion Date

**12-31-2025**

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**Arizona Liquor Training – A Division of Discovery Detective Academy**

Company Name

**7418 East Helm Dr., Scottsdale, AZ 85260**

Mailing Address

**(480) 951-6545**

Daytime Contact Phone Number

I, Jacque Bell, certify that the above named individual did successfully complete  
Instructor Name (please print)

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Instructor Signature

**31 / DEC / 2022**  
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)  
Conveyance (series 8)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

CSR:

Amount:

23 MAR 2 11:46 AM



# AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

## DLLC USE ONLY

|                |        |
|----------------|--------|
| Job #:         | 734640 |
| Date Accepted: | 5/7/83 |
| CSR:           | CA     |

Type or Print with Black Ink

License Number: 06090039

805-330

**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 →

|                                           |                                                        |
|-------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Agent | <input checked="" type="checkbox"/> Controlling Person |
|-------------------------------------------|--------------------------------------------------------|

2. Name: Thai Thin Birth Date: [REDACTED] (NOT a public record)

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

4. Place of birth: Denang City Vietnam Height: 5.5 Weight: 150 Eyes: BR Hair: BR

5. Name of current/most recent spouse: N/A Birth Date: / / (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1983

7. Daytime telephone number: 928 358 0179 Email address: Thin@Licanos.net

8. Premises Name: Bison Golf Club Business Phone: 928/537 4564

9. Premises Address: 1 N. Bison Preserve Dr. Show Low AZ Navajo 85901



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

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 1/2008             | CURRENT          | Owner/operator - license      | Licand's Mexican Steakhouse<br>573 W. Deuce of Clubs<br>Show Low Az 85901 |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

| FROM<br>Month/Year | TO<br>Month/Year | Street             | City     | State | Zip   |
|--------------------|------------------|--------------------|----------|-------|-------|
| 11-2022            | CURRENT          | 1500 S. Gambel Oak | Show Low | AZ    | 85901 |
| 07-2014            | 11-2022          | 1640 S. Gambel Oak | Show Low | AZ    | 85901 |
|                    |                  |                    |          |       |       |
|                    |                  |                    |          |       |       |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? Yes ☐ No ☒  
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 ☒  
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 ☒  
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) Thin Thai 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: Thin Thai Date: 2-27-2023



P<USATHAI<<THIN<<<<<<<<<<<<<<<<<<<<<<<<<<  
6508284131USA6012041M2907309343424876<068252

*Arizona* DRIVER LICENSE USA

9 CLASS D  
9a END NONE  
12 REST B

4d DLN  
3 DOB

1 THAI  
2 THIN

8 1620 S GAMBEL OAK RD  
SHOW LOW, AZ 86901-9816

4b EXP 01/09/2026 4a ISS 01/09/2020

15 SEX M 18 EYES BRO  
16 HGT 5'-05" 19 HAIR BLK  
17 WGT 150 lb

12/04/60

SS DD 1502E4219T1430T0



23 FEB 24 AM 10:57 AZD LLC

## FINGERPRINT VERIFICATION FORM

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

**DLLC USE ONLY**

|                |        |
|----------------|--------|
| Job #:         | 234640 |
| Date Accepted: | 3/7/23 |
| CSR:           | CK     |

**ATTENTION FINGERPRINT TECHNICIAN:**

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.

**Do not give the applicant the fingerprint card without first sealing it inside the envelope.**

**PRINT** the following information:

|                                                                                                                                        |                    |               |  |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|--|
| Date                                                                                                                                   | Name of Applicant: |               |  |
| 02/14/23                                                                                                                               | Thin Thai          |               |  |
| Name of Fingerprint Technician:                                                                                                        |                    |               |  |
| Debra Sales                                                                                                                            |                    |               |  |
| Fingerprint technician's Signature:                                                                                                    |                    |               |  |
|                                                                                                                                        |                    |               |  |
| Fingerprint technician's Agency/company Name:                                                                                          |                    | Phone Number: |  |
| Arizona Livescan                                                                                                                       |                    | 480-284-8470  |  |
| Type of Photo ID Provided (check one):                                                                                                 |                    |               |  |
| <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) |                    |               |  |





W BILLY MAYFAIR LP

W BISON PKWY

W BENCH CIR

SUBJECT PROPERTY

N BENCH

N BENCH

W BENCH RD

N CLARK RD

W MERRILL

S CLARK RD

W MCNEIL

W MERRILL

S 20TH AVE

W OLIVER LP

W NIKOLAUS DR

S 31ST DR

W OWENS

S 26TH AVE

W REIDHEAD



S 30TH AVE

S 29TH DR

S 29TH AVE

S 28TH AVE

S 27TH AVE

S 26TH DR

W STOCK

S 23RD AVE

W PARK VALLEY RD

W STRATTON

S 20TH AVE

S 19TH AVE

N 18TH AVE



## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Application Submitted by Daris Gibbons on Behalf of Medieval Mayhem Historical Arts Foundation for Special Event Liquor License for 2023 Medieval Mayhem Renaissance Faire on July 7, 8, and 9, 2023 at Frontier Fields (Rachael Hall)

### RECOMMENDATION

I **MOVE** to approve the application submitted by Daris Gibbons for a special event liquor license for the 2023 Medieval Mayhem Renaissance Faire on July 7, 8, and 9, 2023, at Frontier Fields.

### BACKGROUND

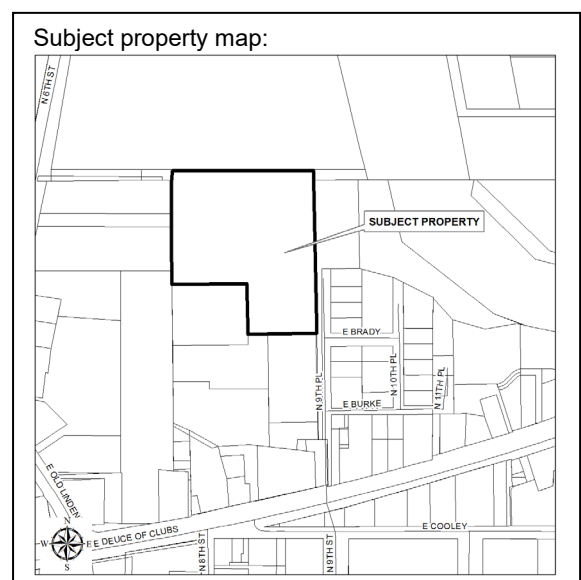
Daris Gibbons, representing the Medieval Mayhem Historical Arts Foundation, submitted an application for a special event liquor license for the 2023 Medieval Mayhem Renaissance Faire at Frontier Fields, scheduled for July 7, 8, and 9, 2023.

The license will allow the Medieval Mayhem Historical Arts Foundation to sell alcohol during the event. An existing six-foot chain-link fence surrounds Frontier Fields, where the alcohol will be sold and consumed.

One entrance/exit gate will be open for participants to enter and leave the area, which will be staffed by at least four and up to six security personnel provided by Navajo County Sheriff's Auxiliary to ensure no alcoholic beverages enter or leave the fenced-in premises. Along with the Arizona Rangers, the Sheriff's Auxiliary will roam the field to provide additional security when available.

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

Attachments:  
Special Event Liquor License application



CSR:

Amount:



## SPECIAL EVENT LICENSE

APPLICATION FEE \$25.00 PER DAY

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

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

License #:

Application MUST be submitted to the Department of Liquor 10 days prior to the event.

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

1. Applicant: Gibbons Daris A  
(Must be an Officer/Member of the Non Profit Entity) Last First Middle
2. Applicant's mailing address: 1067 Gold Hill Drive Show Low AZ 85901  
Street City State Zip
3. Applicants home/cell phone: 928-215-0451 Applicant's business phone: 928-215-0451
4. Applicant's email address: 1azmayhem@gmail.com
5. Special Event Name: Medieval Mayhem Renaissance Faire
6. Name of Non-Profit Organization, Candidate or Political Party/Gov.: Medieval Mayhem Historical Arts Fnd
7. Non-Profit/IRS Tax Exempt Number: 81-1847976
8. Arizona Corporation Commission File #: 20834840 If out of State please specify: \_\_\_\_\_  
(Attach letter of good standing)
9. Event Location Name: Frontier Field
10. Event Address: 650 N. 9th Place, Show Low AZ 85901

**Dates and Hours of Event - Days must be consecutive and may not exceed 10 consecutive days.**

**\*\*SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY\*\***

| Days   | Date     | Day of Week | Event Start Time AM/PM | License End Time AM/PM |
|--------|----------|-------------|------------------------|------------------------|
| DAY 1: | 7/7/2023 | Friday      | 10 AM                  | 6 PM                   |
| DAY 2: | 7/8/2023 | Saturday    | 10 AM                  | 10 PM                  |
| DAY 3: | 7/9/2023 | Sunday      | 10 AM                  | 5 PM                   |
| DAY 4: |          |             |                        |                        |
| DAY 5: |          |             |                        |                        |
| DAY 6: |          |             |                        |                        |
| DAY 7: |          |             |                        |                        |
| DAY 8: |          |             |                        |                        |
| DAY 9: |          |             |                        |                        |
| DAY10: |          |             |                        |                        |

**SECTION 2** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

0 Number of Police 6-10 Number of Security Personnel ☒ Fencing ☐ Barriers

**Must** explain security measures: 1 ingress/egress for public, 6ft. fencing surrounding venue, 4-6 uniformed Sheriff's Auxiliary officers patrolling the grounds and monitoring the entrance daily, 4 AZ Rangers for security Saturday Night, 4-6 volunteer security workers at all times.

**SECTION 3** What is the purpose of this event?

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

How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?  
Check one of the following boxes. (R-19-318)

A) ☒ Special Event being held on an **unlicensed** premises will require approval and signature by the Local Governing Body on page 3. (If checked move to section 4)

B) ☐ Will this event be held on a currently licensed premises and within the already approved and licensed area?  
(**Must attach a letter from the licensed premises with an explanation of the option checked below**)

| Name of Business                                                                                                                                                                                                                                                                                                                                                                                                         | License Number | Phone (Include Area Code) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------|
| <input type="checkbox"/> Place license in non-use - <i>Special Event Licensee selling all alcohol without retailer involvement</i><br><b>Must attach letter from the location suspending license for duration of special event</b>                                                                                                                                                                                       |                |                           |
| <input type="checkbox"/> Dispense and serve all spirituous liquors under retailer's license – <i>Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee</i>                                                                                                                                                                                                               |                |                           |
| <input type="checkbox"/> Dispense and serve all spirituous liquors under special event - <i>The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. Must attach letter from the location suspending license for duration of special event</i> |                |                           |
| <input type="checkbox"/> Split premise between special event and retail location - <i>Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.)</i>                                      |                |                           |
| <input type="checkbox"/> Off Sale only - <b>Wine/Distilled Spirits Pull, Live or Silent Auctions</b> – <i>Retailer will still be permitted to conduct all normal sale and service of alcohol.</i>                                                                                                                                                                                                                        |                |                           |

**SECTION 4**

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

☐ Yes ☒ No If yes, attach letter of explanation.

2. How many special event days have been issued to this organization during the calendar year? 0

3. Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)

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

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol? (Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)

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

5. List the name of the Individual or Organization that will receive revenues, **MUST EQUAL 100 PERCENT.**

**Attach additional sheet if necessary.**



Name: Medieval Mayhem Historical Arts Foundation Percentage: 100%

Address: 1067 Gold Hill Drive Show Low AZ 85901  
Street City State Zip

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

Address: \_\_\_\_\_  
Street City State Zip

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

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

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

**SECTION 5** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local governing body before submitting to the Department of Liquor Licenses and Control. Please contact the local governing board for additional information.

#### APPLICANT SIGNATURE

##### Declaration:

I, (Print Name) Daris Gibbons, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

\_\_\_\_\_  
Signature

#### LOCAL GOVERNING BODY

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

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

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

*The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.*

#### AZDLLC USE ONLY

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

# MEDIEVAL MAYHEM RENAISSANCE FAIRE LAYOUT 2023

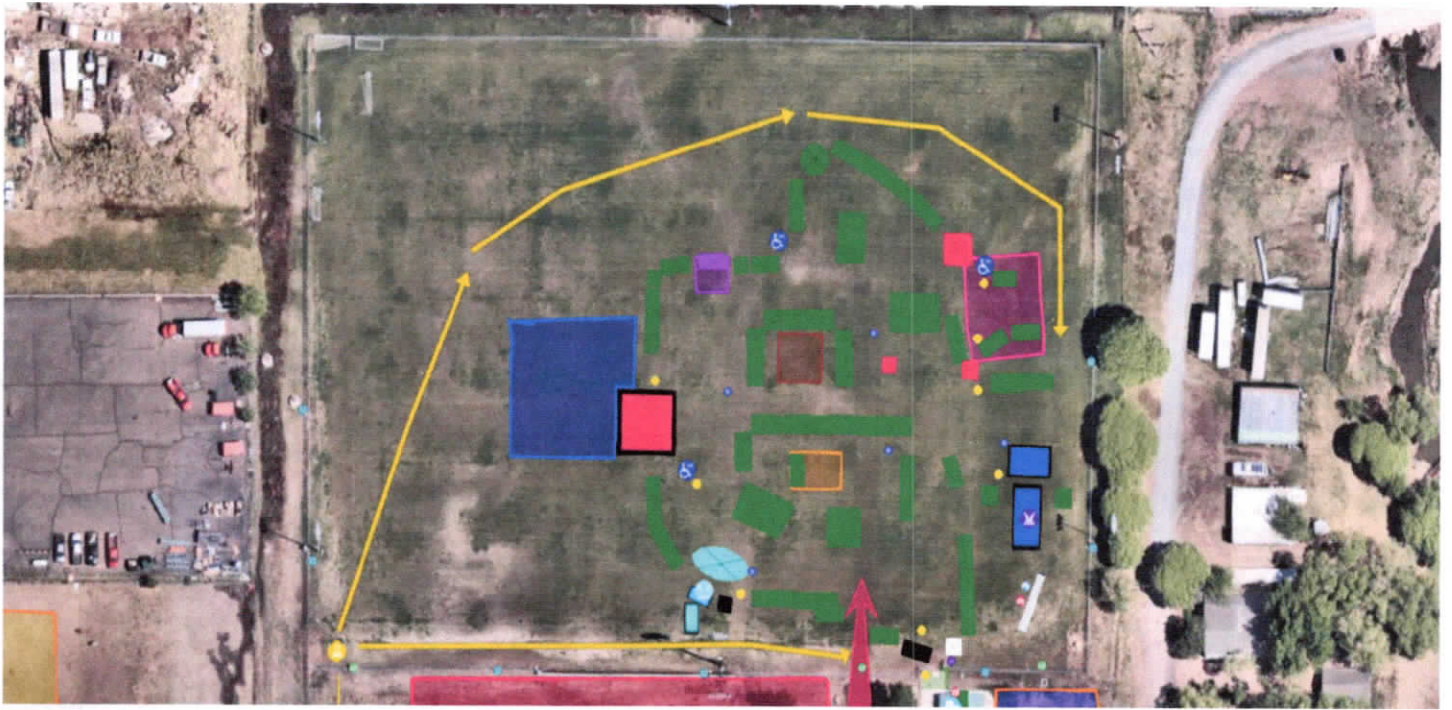


Location: Frontier Field 650 N. 9<sup>th</sup> Place, Show Low AZ 85901

Dates for 2023: July 6-10 July 6<sup>th</sup> – Load In, July 7-9 Event, July 10<sup>th</sup> – Load Out

Beneficiary: Medieval Mayhem Historical Arts Foundation  
(DBA) Mountain of Hope Foundation





Green Tents = Vendor Spaces

Pink Area = Food Court

Red Block = Fighting Eric

Darker Blue Area = Reenactor Camping Area

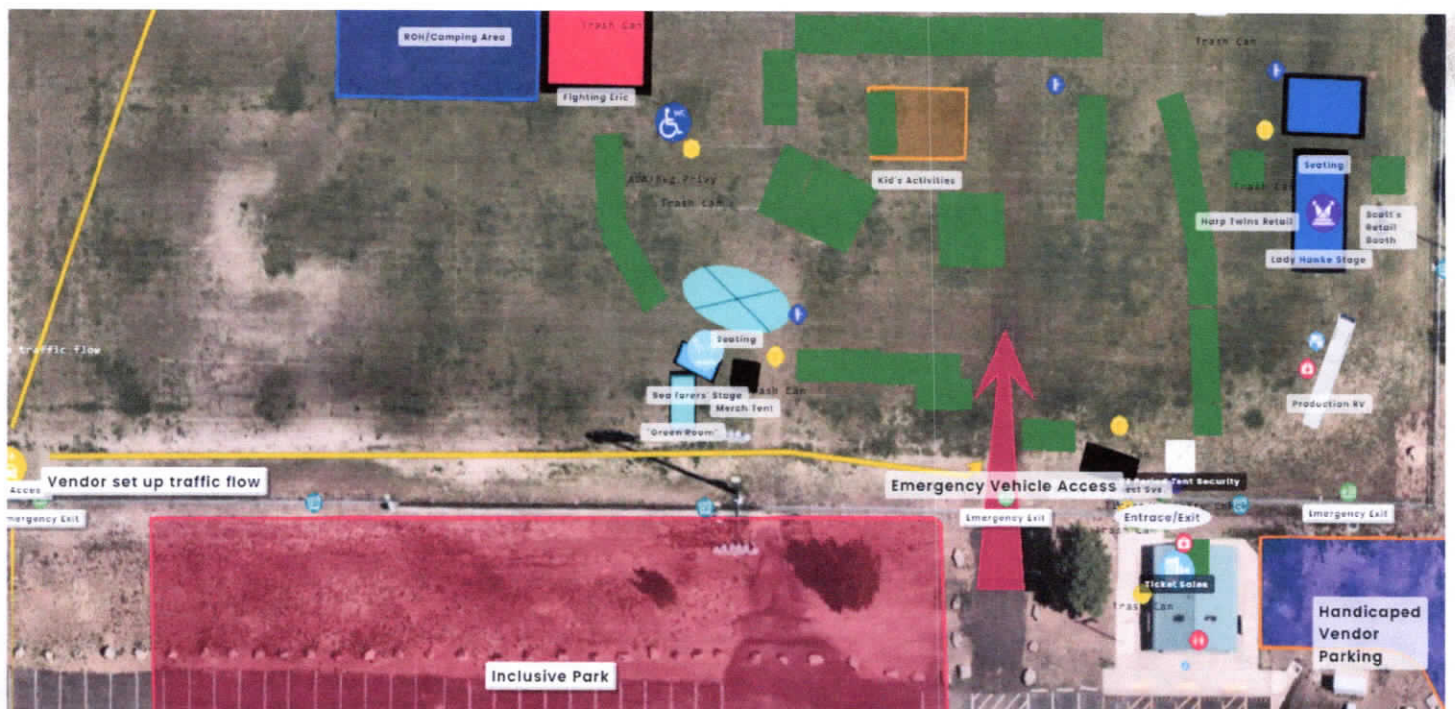
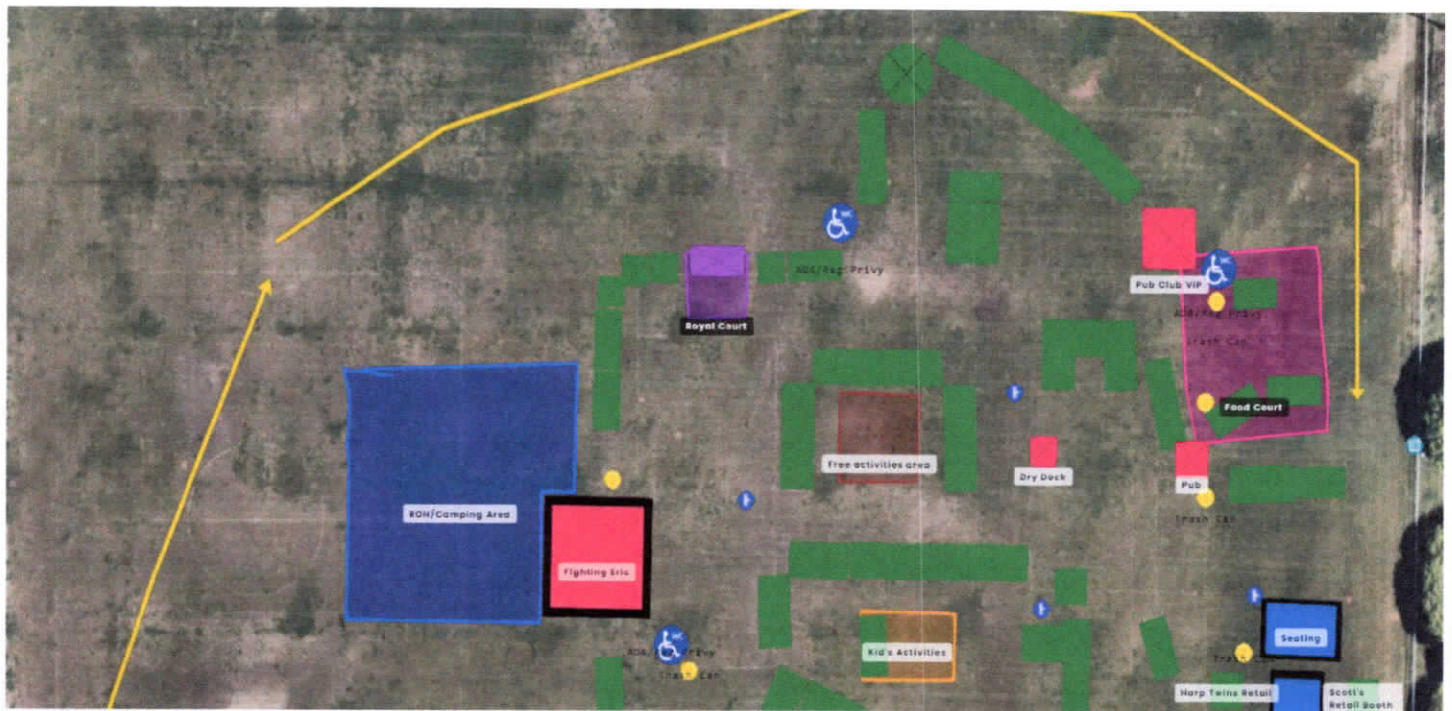
Darker Blue Blocks = Lady Hawke Stage, Seating & Greenroom

Light Blue = Seafarers Stage, Seating & Greenroom

Yellow Circles = Trash Receptacles

Blue Circles = Porta Jons & wash stations





Red Tents = Pub & Pub Club Seating

Orange Area = kid games

Purple Area = Royal Court

Yellow Arrows = Vendor Traffic Flow

Black Tent Near Gate = Guest Services/Security

Red Arrow = Emergency Access





SUBJECT PROPERTY

E BRADY

E BURKE

E COOLEY

N 6TH ST

N 9TH PL

N 10TH PL

N 11TH PL

E OLD LINDEN

E E DEUCE OF CLUBS

N 8TH ST

N 9TH ST



## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Application Submitted by Sunshine Marne' Brewer on Behalf of Show Low Chamber of Commerce for Special Event Liquor License for 2023 Show Low Days on June 9 and 10, 2023, at Frontier Fields (Rachael Hall)

### RECOMMENDATION

I **MOVE** to approve the application submitted by Sunshine Marne' Brewer for a special event liquor license for the 2023 Show Low Days on June 9 and 10 at Frontier Fields, Show Low, Arizona.

### BACKGROUND

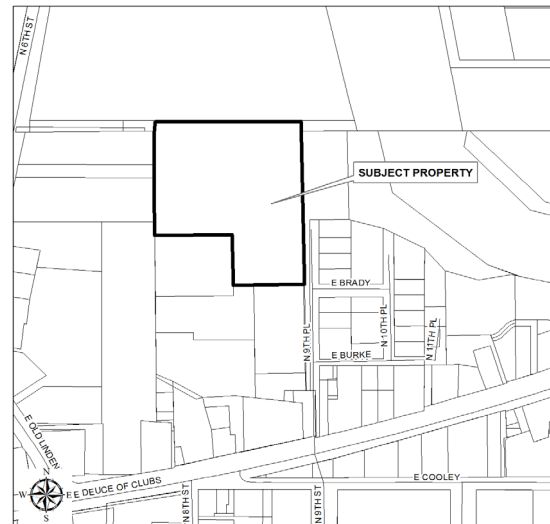
Sunshine Marne' Brewer, representing the Show Low Chamber of Commerce, submitted an application for a special event liquor license for the 2023 Show Low Days at Frontier Fields, scheduled for June 9 and 10, 2023.

The license will allow the Show Low Chamber of Commerce to sell alcohol during the event. An existing six-foot chain-link fence surrounds Frontier Fields, where the alcohol will be sold and consumed.

One entrance/exit gate will be open for participants to enter and leave the area. It will be staffed by security personnel provided by Arizona Rangers to ensure no alcoholic beverages enter or leave the fenced-in premises (marked "Pub Bar" on the map accompanying the application). When available, the Arizona Rangers will roam the field to provide additional security. The southwest corner of Frontier Fields will house the kids' zone, and no alcohol will be allowed there.

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

Subject property map:



Attachments:  
Special Event Liquor License application



|         |
|---------|
| CSR:    |
| Amount: |



## SPECIAL EVENT LICENSE

### APPLICATION FEE \$25.00 PER DAY

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

**DLLC USE ONLY**

|                |
|----------------|
| Job #:         |
| Date Accepted: |
| CSR:           |
| License #:     |

Application **MUST** be submitted to the Department of Liquor 10 days prior to the event.

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

1. Applicant: Brewer Sunshine Marne'  
(Must be an Officer/Member of the Non Profit Entity) Last First Middle
2. Applicant's mailing address: 81 E Deuce of Clubs Show Low AZ 85901  
Street City State Zip
3. Applicants home/cell phone: 9285213999 Applicant's business phone: 9285372326
4. Applicant's email address: director@showlowchamber.com
5. Special Event Name: Show Low Days
6. Name of Non-Profit Organization, Candidate or Political Party/Gov.: Show Low Chamber of Commerce
7. Non-Profit/IRS Tax Exempt Number: 86-01383123
8. Arizona Corporation Commission File #: 00967363 If out of State please specify: \_\_\_\_\_  
(Attach letter of good standing)
9. Event Location Name: Frontier Park
10. Event Address: 650 N 9th Pl, Show Low, AZ 85901

Dates and Hours of Event - Days must be consecutive and may not exceed 10 consecutive days.

**\*\*SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY\*\***

| Days   | Date           | Day of Week     | Event Start Time AM/PM | License End Time AM/PM |
|--------|----------------|-----------------|------------------------|------------------------|
| DAY 1: | <u>6/9/23</u>  | <u>Friday</u>   | <u>12:00pm</u>         | <u>10:00pm</u>         |
| DAY 2: | <u>6/10/23</u> | <u>Saturday</u> | <u>9:00am</u>          | <u>10:00PM</u>         |
| DAY 3: | _____          | _____           | _____                  | _____                  |
| DAY 4: | _____          | _____           | _____                  | _____                  |
| DAY 5: | _____          | _____           | _____                  | _____                  |
| DAY 6: | _____          | _____           | _____                  | _____                  |
| DAY 7: | _____          | _____           | _____                  | _____                  |
| DAY 8: | _____          | _____           | _____                  | _____                  |
| DAY 9: | _____          | _____           | _____                  | _____                  |
| DAY10: | _____          | _____           | _____                  | _____                  |

**SECTION 2** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 16 Number of Security Personnel ☒ Fencing ☒ Barriers

**Must** explain security measures: We will security provided by the Arizona Ranger's, The venue is fenced in and we'll have additional barriers in place around the kids' zone to help add another measure of security and control.

**SECTION 3** What is the purpose of this event?

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

How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?  
Check one of the following boxes. (R-19-318)

A) ☒ Special Event being held on an **unlicensed** premises will require approval and signature by the Local Governing Body on page 3. (If checked move to section 4)

B) ☐ Will this event be held on a currently licensed premises and within the already approved and licensed area?  
(**Must attach a letter from the licensed premises with an explanation of the option checked below**)

- | Name of Business                                                                                                                                                                                                                                                                                                                                                                                                                    | License Number | Phone (Include Area Code) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------|
| <input type="checkbox"/> Place license in non-use - Special Event Licensee selling all alcohol without retailer involvement<br><b>Must attach letter from the location suspending license for duration of special event</b>                                                                                                                                                                                                         |                |                           |
| <input type="checkbox"/> Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee                                                                                                                                                                                                                                 |                |                           |
| <input checked="" type="checkbox"/> Dispense and serve all spirituous liquors under special event – The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. <b>Must attach letter from the location suspending license for duration of special event</b> |                |                           |
| <input type="checkbox"/> Split premise between special event and retail location - Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.)                                                        |                |                           |
| <input type="checkbox"/> Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions – Retailer will still be permitted to conduct all normal sale and service of alcohol.                                                                                                                                                                                                                                                 |                |                           |

**SECTION 4**

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
☐ Yes ☒ No If yes, attach letter of explanation.
- How many special event days have been issued to this organization during the calendar year? 0
- Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)  
☐ Yes ☒ No If yes, please provide the Name of the Special Event Contractor: \_\_\_\_\_
- Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol? (Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)  
☐ Yes ☒ No if yes, please provide the Name of Licensee: \_\_\_\_\_ License #: \_\_\_\_\_
- List the name of the Individual or Organization that will receive revenues, **MUST EQUAL 100 PERCENT.**

**Attach additional sheet if necessary.**

Name: Show Low Chamber of Commerce Percentage: 100  
Address: 81 E Deuce of Clubs Show Low AZ 85901  
Street City State Zip  
Name: \_\_\_\_\_ Percentage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street City State Zip

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

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

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

**SECTION 5** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

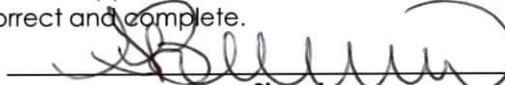


If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local governing body before submitting to the Department of Liquor Licenses and Control. Please contact the local governing board for additional information.

**APPLICANT SIGNATURE**

**Declaration:**

I, (Print Name) Sunshine Marne' Brewer, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

  
Signature

**LOCAL GOVERNING BODY**

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

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

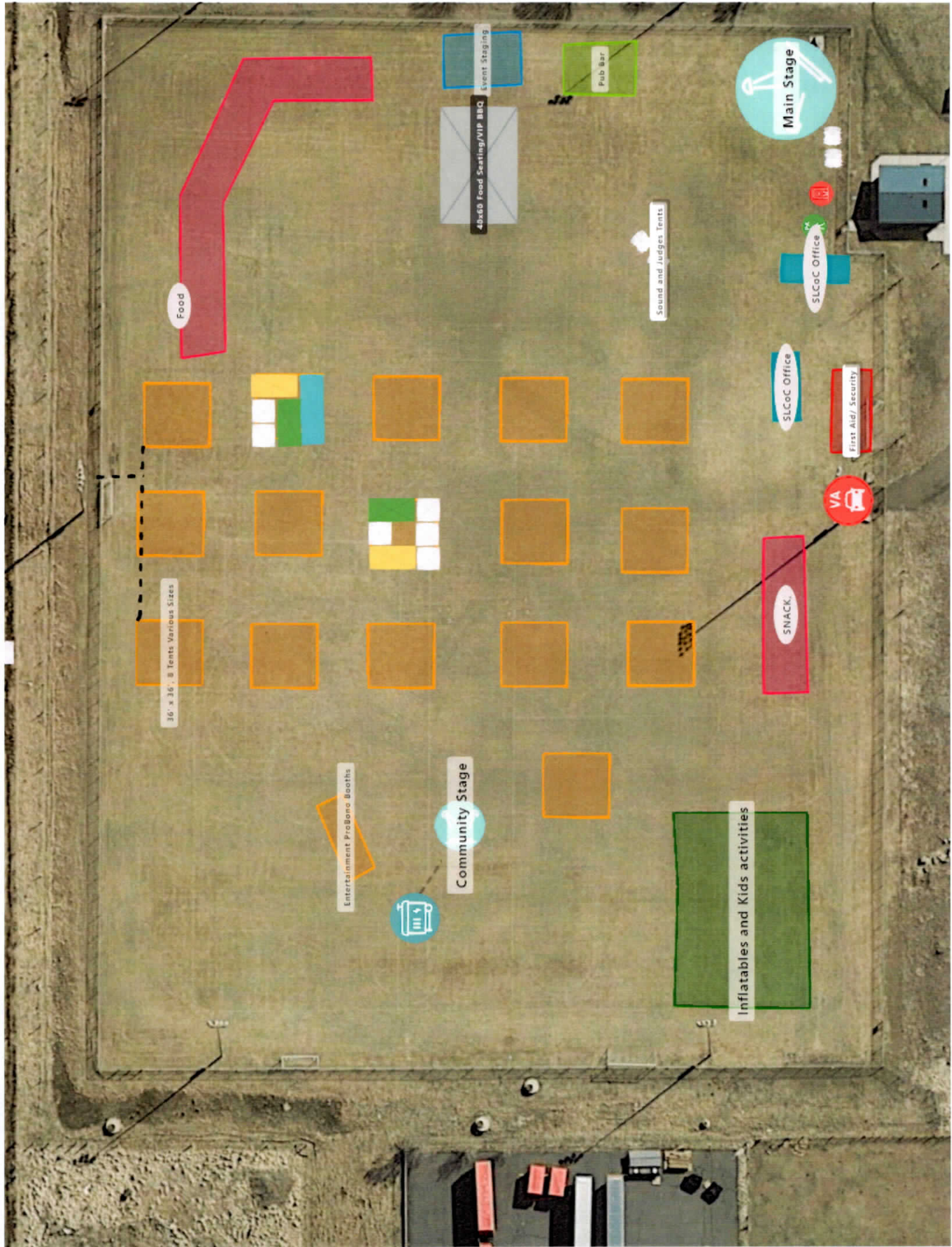
On behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.**

**AZDLLC USE ONLY**

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





Food

36' x 36' - 8 Tents Various Sizes

Entertainment ProBoono Booths

Community Stage

40x60 Food Seating/VIP BBQ

Event Staging

Pub Bar

Sound and Judges Tents

Main Stage

SLCoC Office

SLCoC Office

First Aid/ Security

VA

SNACK.

Inflatables and Kids activities





SUBJECT PROPERTY

E BRADY

E BURKE

E COOLEY

N 6TH ST

N 9TH PL

N 10TH PL

N 11TH PL

E OLD LINDEN

E E DEUCE OF CLUBS

N 8TH ST

N 9TH ST



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

**AGENDA TITLE:** Consideration of Appointment of Aviation Advisory Committee Member  
(Rachael Hall)

### **RECOMMENDATION**

I **MOVE** to appoint Gary Winslow to the Show Low Aviation Advisory Committee for a term expiring March 2027.

### **BACKGROUND**

At the March 21, 2023, City Council meeting, the City Council reappointed Louis Booker to the Aviation Advisory Committee with a term to expire March 2027. Mr. Booker contacted staff and withdrew his application to serve on the Aviation Advisory Committee. Staff contacted incumbent, Gary Winslow, to gauge his interest in the vacancy and Mr. Winslow was still interested in the position.

Staff recommends appointing Gary Winslow to the Show Low Aviation Advisory Committee for a term ending March 2027.

Attachments:  
None

## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Award of Construction Contract for East McNeil Roadway Reconstruction Project, City of Show Low Project No. R-0823 and Authorization of Associated Budget Transfers (Shane Hemesath)

### RECOMMENDATION

I **MOVE** to award the construction contract for the East McNeil Roadway Reconstruction Project, City of Show Low Project No. R-0823, to Perkins Cinders Inc., in an amount not to exceed \$592,661.26, and authorize the associated budget transfers.

### BACKGROUND

The City's fiscal year 2022 Capital Improvements Plan budget includes \$375,000.00 for a roadway improvement project labeled "East McNeil Central to 8th Street". The scope of work includes reconstructing 2,500 feet of East McNeil. Due to wide discrepancies in the existing asphalt and base thickness, the existing roadway section will be removed to uncover the roadway sub-base. Geogrid stabilization will be installed, and a new four-inch asphalt over an eight-inch aggregate base section will be installed. Approximately 600 square feet of new sidewalk, Americans with Disabilities Act ramps, driveways, and new drainage infrastructure will also be replaced along East McNeil near the Nikolaus Homestead School and the City Campus site.

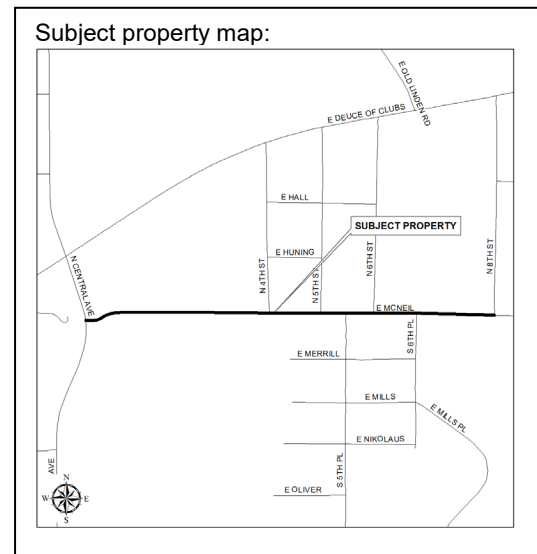
City engineering staff designed the project with a construction estimate of \$545,000.00. The project was publicly bid according to statutory requirements with the following results:

| <u>Contractor</u>    | <u>Total Bid</u> |
|----------------------|------------------|
| Perkins Cinders Inc. | \$592,661.26     |
| Surface Contracting  | \$708,975.00     |

Due to rising construction costs, the excess funding to construct the project will come from the General Improvement line item.

Staff recommends awarding the construction contract for the East McNeil Roadway Reconstruction Project, City of Show Low Project No. R-0823, to Perkins Cinders Inc., in an amount not to exceed \$592,661.26, and authorize the associated budget transfers.

Attachments:  
Bid tabulation



### FISCAL IMPACT

Anticipated cost: \$592,661.26

Funding source (account no.): E McNeil Reconstruction 8th Street to Central (12-500-495-7310-2330/5002330)

| Description                                   | Account                      | Approved Budget | Transfer  | Amended Budget |
|-----------------------------------------------|------------------------------|-----------------|-----------|----------------|
| General Improvements                          | 12-500-495-7310-0000/5001801 | \$357,525       | (222,700) | \$134,825      |
| E McNeil Reconstruction 8th Street to Central | 12-500-495-7310-2330/5002330 | \$375,000       | 222,700   | \$597,700      |
| Total                                         |                              | \$732,525       |           | \$732,525      |

**East McNeil Roadway Reconstruction- Bid Open March 21st 2023 2:00 PM**  
**Project No.: R-0823**

| <b>BID SCHEDULE A</b> |                                                                                                                                                  |             |                     | <b>Perkins Cinders, Inc</b> | <b>1</b>            | <b>Surface Contracting, Inc</b> | <b>2</b>            |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|-----------------------------|---------------------|---------------------------------|---------------------|
| <b>Item</b>           | <b>Description</b>                                                                                                                               | <b>Unit</b> | <b>No. of Units</b> | <b>Unit Price</b>           | <b>Total Price</b>  | <b>Unit Price</b>               | <b>Total Price</b>  |
| 1                     | Mobilization                                                                                                                                     | LS          | 1                   | \$38,099.20                 | \$38,099.20         | \$25,000.00                     | \$25,000.00         |
| 2                     | Traffic Control                                                                                                                                  | LS          | 1                   | \$4,219.18                  | \$4,219.18          | \$18,000.00                     | \$18,000.00         |
| 3                     | Sawcut Existing Asphalt                                                                                                                          | LF          | 350                 | \$7.38                      | \$2,583.00          | \$4.00                          | \$1,400.00          |
| 4                     | Remove Concrete Driveway                                                                                                                         | SF          | 600                 | \$4.19                      | \$2,514.00          | \$3.00                          | \$1,800.00          |
| 5                     | Remove Existing CMP Culverts                                                                                                                     | LF          | 60                  | \$25.14                     | \$1,508.40          | \$20.00                         | \$1,200.00          |
| 6                     | Remove Existing Asphalt Section (thickness 3" to 6")                                                                                             | SY          | 6,400               | \$2.40                      | \$15,360.00         | \$5.25                          | \$33,600.00         |
| 7                     | Roadway Excavation - Cut ABC/Base Material and Remove from Project Site                                                                          | CY          | 1,450               | \$20.86                     | \$30,247.00         | \$24.00                         | \$34,800.00         |
| 8                     | Subgrade Preparation                                                                                                                             | SY          | 6,400               | \$1.14                      | \$7,296.00          | \$3.20                          | \$20,480.00         |
| 9                     | Install Tensar TX-160 Geogrid                                                                                                                    | SY          | 6,400               | \$5.47                      | \$35,008.00         | \$14.50                         | \$92,800.00         |
| 10                    | Install 13"x17" CMPA Culvert                                                                                                                     | LF          | 80                  | \$121.29                    | \$9,703.20          | \$130.00                        | \$10,400.00         |
| 11                    | Install 12" CMP                                                                                                                                  | LF          | 110                 | \$92.86                     | \$10,214.60         | \$110.00                        | \$12,100.00         |
| 12                    | Install 18" CMP                                                                                                                                  | LF          | 80                  | \$138.05                    | \$11,044.00         | \$140.00                        | \$11,200.00         |
| 13                    | Install 18" CMP Flared End                                                                                                                       | EA          | 1                   | \$783.71                    | \$783.71            | \$850.00                        | \$850.00            |
| 14                    | Install Storm Drain Catch Basin Per MAG Std Dtl 537 Type "G"                                                                                     | EA          | 1                   | \$4,846.78                  | \$4,846.78          | \$3,500.00                      | \$3,500.00          |
| 15                    | Install Storm Drain Manhole Per MAG Std Dtl 520                                                                                                  | EA          | 2                   | \$2,889.61                  | \$5,779.22          | \$4,400.00                      | \$8,800.00          |
| 16                    | Install D50 = 6" Rip Rap                                                                                                                         | CY          | 12                  | \$147.23                    | \$1,766.76          | \$190.00                        | \$2,280.00          |
| 17                    | Install 6" Vertical Curb and Gutter Per MAG Std Dtl 220 Type "A"                                                                                 | LF          | 95                  | \$53.16                     | \$5,050.20          | \$62.00                         | \$5,890.00          |
| 18                    | Install 4" Roll Curb and Gutter Per MAG Std Dtl 220 Type "C"                                                                                     | LF          | 40                  | \$48.34                     | \$1,933.60          | \$62.00                         | \$2,480.00          |
| 19                    | Install Modified 4" Roll Curb and Gutter Near Bus Stop                                                                                           | LF          | 60                  | \$47.13                     | \$2,827.80          | \$62.00                         | \$3,720.00          |
| 20                    | Install ABC under Sidewalk, Curb, and Driveway (3"min")                                                                                          | CY          | 25                  | \$157.16                    | \$3,929.00          | \$104.00                        | \$2,600.00          |
| 21                    | Install Sidewalk Per MAG Std Dtl 230                                                                                                             | SF          | 600                 | \$11.57                     | \$6,942.00          | \$14.00                         | \$8,400.00          |
| 22                    | Install ADA Sidewalk Ramp Per MAG Std Dtl 236-3                                                                                                  | EA          | 2                   | \$2,789.93                  | \$5,579.86          | \$3,900.00                      | \$7,800.00          |
| 23                    | Install ADA Sidewalk Ramp Per MAG Std Dtl 238-1                                                                                                  | EA          | 1                   | \$2,789.30                  | \$2,789.30          | \$3,900.00                      | \$3,900.00          |
| 24                    | Install Concrete Driveway 6" Thick                                                                                                               | SF          | 600                 | \$15.22                     | \$9,132.00          | \$15.00                         | \$9,000.00          |
| 25                    | Install 8" Aggregate Base Coarse                                                                                                                 | CY          | 1,450               | \$52.76                     | \$76,502.00         | \$61.50                         | \$89,175.00         |
| 26                    | Install 4" Asphalt Roadway 3/4" ADOT 409                                                                                                         | Tons        | 1,500               | \$153.30                    | \$229,950.00        | \$145.00                        | \$217,500.00        |
| 27                    | Roadway Base Repair - Excavate 6-inches minimum depth of Subgrade and dispose of material. Install and compact Asphalt Millings provided by City | CY          | 500                 | \$48.78                     | \$24,390.00         | \$64.00                         | \$32,000.00         |
| 28                    | Lower the Existing Water Valve and raise to finished Asphalt Grade Per COSL Std Dtl W-08                                                         | EA          | 12                  | \$632.88                    | \$7,594.56          | \$1,000.00                      | \$12,000.00         |
| 29                    | Lower the Existing Sewer/Storm Drain Manhole and raise to finished Asphalt Grade Per COSL Std Dtl S-01, S-02, S-06                               | EA          | 8                   | \$1,582.19                  | \$12,657.52         | \$1,500.00                      | \$12,000.00         |
| 30                    | Install 12" Wide Stop Bar Paint                                                                                                                  | LF          | 160                 | \$7.28                      | \$1,164.80          | \$10.00                         | \$1,600.00          |
| 31                    | Install Double Yellow Center markings (Both Lines)                                                                                               | LF          | 1,850               | \$2.55                      | \$4,717.50          | \$2.00                          | \$3,700.00          |
| 32                    | Install 8" Wide White Pull out Parking Markings                                                                                                  | LF          | 200                 | \$3.88                      | \$776.00            | \$5.00                          | \$1,000.00          |
| 33                    | Install Yellow Cross Walk Per Plan                                                                                                               | EA          | 1                   | \$752.07                    | \$752.07            | \$3,000.00                      | \$3,000.00          |
| 34                    | Force Account ©                                                                                                                                  | F.A.        | 1                   | \$15,000.00                 | \$15,000.00         | \$15,000.00                     | \$15,000.00         |
| <b>GRAND TOTAL</b>    |                                                                                                                                                  |             |                     |                             | <b>\$592,661.26</b> |                                 | <b>\$708,975.00</b> |





SUBJECT PROPERTY





## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Award of Construction Contract for 2023 Sunken Manhole Repair Project, City of Show Low Project No. S-4323 (Shane Hemesath)

### RECOMMENDATION

I **MOVE** to award the construction contract for the 2023 Sunken Manhole Repair Project, City of Show Low Project No. S-4323, to Apache Underground and Excavating in an amount not to exceed \$80,000.00.

### BACKGROUND

The City currently requires that new wastewater manholes are backfilled with a type 2 slurry backfill similar to low-strength concrete. The slurry material is poured into the excavated area around the manhole, dries, and provides a strong base for future asphalt replacement. This requirement removes the difficult task of compacting backfill material next to the curved surface of the manhole. Manholes installed prior to 2008 may have been installed without slurry backfill and likely with aggregate base compacted along the side of the manhole. If the aggregate base material is not compacted correctly, the roadway begins to settle around the outside of the manhole. The steel cover of the manhole sticks out of the settled hole creating an unsafe condition for the traveling public and snowplows.

The scope of this project is to excavate eight feet deep around the settled manhole, replace it with slurry backfill, reset the steel ring and cover, install a concrete collar, and replace any asphalt removed. Four manholes have been identified for this project at various locations throughout the City. The City has also identified ten additional manholes that have been previously repaired with slurry but need adjustment and the final asphalt patch to be installed.

The project was designed by engineering staff with a construction estimate of \$70,000.00. The project was publicly bid in accordance with statutory requirements with the following results:

| <u>Contractor</u>                 | <u>Base Bid</u> |
|-----------------------------------|-----------------|
| Apache Underground and Excavating | \$ 80,000.00    |
| HT 4                              | \$110,256.00    |

Staff recommends awarding the construction contract for the 2023 Sunken Manhole Repair Project, City of Show Low Project No. S-4323, to Apache Underground and Excavating in an amount not to exceed \$80,000.00.

Attachments:  
Bid tabulation

### FISCAL IMPACT

Anticipated cost: \$80,000.00  
Funding source: I and I Project (42-755-495-7300-5871)

**Project Name: Sunken Manhole Repair 2023 Project No. S-4323**  
**Bid Opening Wednesday, February 2 @ 2:00 PM**  
**Bid Tabulation Sheet**

|      |                                                                                         |      |                 |                                                 |              |              |               |
|------|-----------------------------------------------------------------------------------------|------|-----------------|-------------------------------------------------|--------------|--------------|---------------|
|      | BID SCHEDULE A                                                                          |      |                 | Apache<br>Underground<br>and Excavating,<br>LLC | 1            | HT4          | 2             |
| Item | Description                                                                             | Unit | No. of<br>Units | Unit Price                                      | Total Price  | Unit Price   | Total Price   |
| 1    | Conduct the Sunken Manhole Repair<br>as specified in the Special Provisions             | EA   | 4               | \$ 10,000.00                                    | \$ 40,000.00 | \$ 15,744.00 | \$ 62,976.00  |
| 2    | Conduct Manhole Ring and Collar<br>Adjustment as specified in the<br>Special Provisions | EA   | 10              | \$ 4,000.00                                     | \$ 40,000.00 | \$ 4,728.00  | \$ 47,280.00  |
|      | GRAND TOTAL                                                                             |      |                 |                                                 | \$ 80,000.00 |              | \$ 110,256.00 |

## CITY OF SHOW LOW STAFF SUMMARY REPORT

**AGENDA TITLE:** Consideration of Award of Construction Contract for Fools Hollow Subdivision Waterline Replacement Phase 1, City of Show Low Project No. W-0523 and Authorization of Associated Budget Transfers (Shane Hemesath)

### RECOMMENDATION

I **MOVE** to award the construction contract for the Fools Hollow Subdivision Waterline Replacement Phase 1, City of Show Low Project No. W-0523, to Apache Underground and Excavating in an amount not to exceed \$1,203,331.00 and authorize the associated budget transfers.

### BACKGROUND

The City's fiscal year 2023 Capital Improvements Plan budget includes \$680,000.00 for a waterline improvement project labeled "Fools Hollow Waterline Replacement Phase 1". The scope of work includes constructing approximately 6,500 linear feet of new eight-inch C-900 PVC waterline, including fire hydrants, new water services, and required fittings. The scope of work also includes installing any concrete or pavement removed during the work. The work shall take place in the Fools Hollow Subdivision along North 22nd Drive, West Willis, West Savage, North 26th Drive, West Sylvester, and North 27th Drive in Show Low, Arizona.

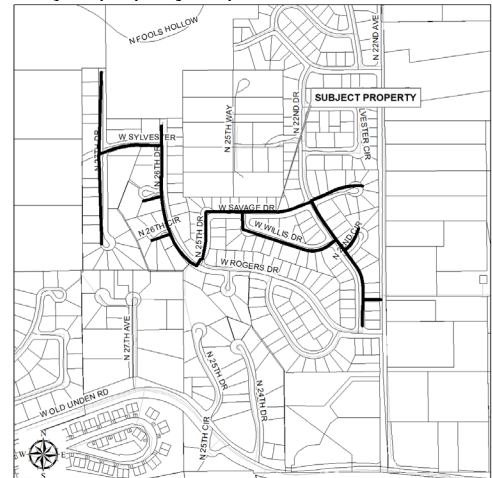
The City's engineering staff designed the project with a construction estimate of \$1.1 million. The project was publicly bid according to statutory requirements with the following results:

| <u>Contractor</u>                 | <u>Total Bid</u> |
|-----------------------------------|------------------|
| Apache Underground and Excavating | \$1,203,331.00   |
| Western Grade, LLC                | \$1,349,125.50   |

Due to rising construction costs, the excess funding to construct the project will come from Fawnbrook Phase I and Phase II projects which will be moved to future budgets.

Staff recommends awarding the construction contract for the Fools Hollow Subdivision Waterline Replacement Phase 1, City of Show Low Project No. W-0523, to Apache Underground and Excavating in an amount not to exceed \$1,203,331.00 and authorize the associated budget transfers.

Subject property map:



Attachments:  
Bid tabulation

## FISCAL IMPACT

Anticipated cost: \$1,203,331.00

Funding source (account no.): Park Valley/Fools Hollow AC Replacement Phase I (43-760-180-1620-0000/7602033)

| Description                             | Account                      | Approved<br>Budget | Transfer  | Amended<br>Budget |
|-----------------------------------------|------------------------------|--------------------|-----------|-------------------|
| Fawnbrook Phase I                       | 43-760-180-1620-0000/7602103 | \$507,500          | (507,500) | \$0               |
| Fawnbrook Phase II                      | 43-760-180-1620-0000/7602344 | \$310,160          | (16,870)  | \$293,290         |
| Park Valley/Fools Hollow AC Repl. Ph. I | 43-760-180-1620-0000/7602033 | \$680,000          | 524,370   | \$1,204,370       |
| Total                                   |                              | \$1,497,660        |           | \$1,497,660       |

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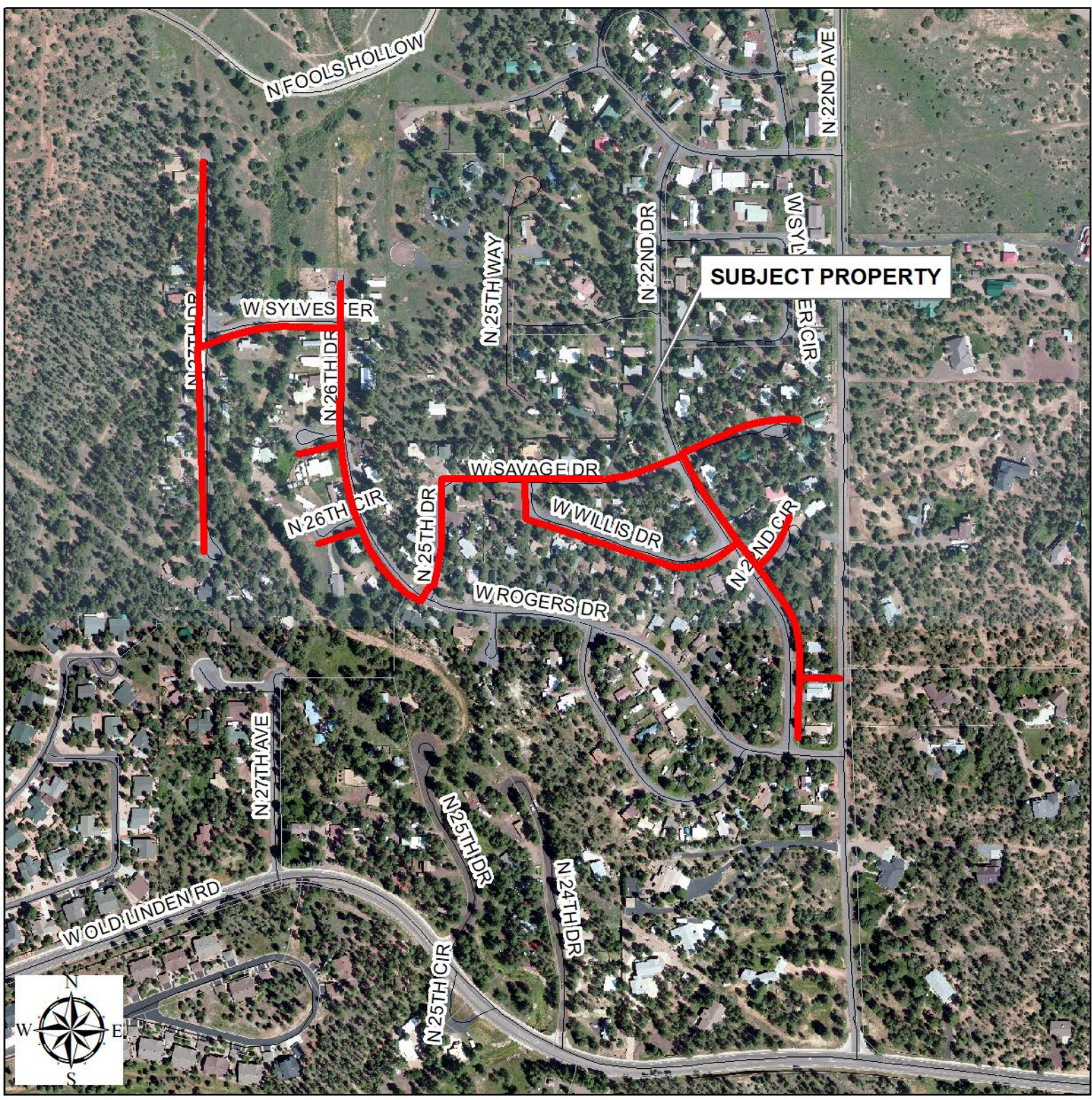
**Project Name: Fools Hollow Waterline Replacement Phase 1 Project No. W-0523**

**Bid Opening March 21st @ 2:00 PM**

**Bid Tabulation Sheet**

|      | BID SCHEDULE A                                                                                                                       |      |                 | Apache<br>Underground<br>& Excavating,<br>LLC | 1                     | Western<br>Grade, LLC | 2                     |
|------|--------------------------------------------------------------------------------------------------------------------------------------|------|-----------------|-----------------------------------------------|-----------------------|-----------------------|-----------------------|
| Item | Description                                                                                                                          | Unit | No. of<br>Units | Unit Price                                    | Total Price           | Unit Price            | Total Price           |
| 1    | Mobilization                                                                                                                         | LS   | 1               | \$70,000.00                                   | \$70,000.00           | \$47,230.00           | \$47,230.00           |
| 2    | Traffic Control                                                                                                                      | LS   | 1               | \$10,000.00                                   | \$10,000.00           | \$27,750.00           | \$27,750.00           |
| 3    | Remove Existing Concrete<br>Spillway                                                                                                 | SF   | 200             | \$10.00                                       | \$2,000.00            | \$3.50                | \$700.00              |
| 4    | Install 6" Thick Spill way<br>Concrete                                                                                               | SF   | 200             | \$20.00                                       | \$4,000.00            | \$10.35               | \$2,070.00            |
| 5    | Remove Existing Mailbox and<br>Replace after Waterline<br>Construction                                                               | EA   | 8               | \$200.00                                      | \$1,600.00            | \$36.25               | \$290.00              |
| 6    | Remove Existing 12" CMP<br>Culverts                                                                                                  | LF   | 180             | \$6.00                                        | \$1,080.00            | \$8.00                | \$1,440.00            |
| 7    | Install 12" CMP Culvet per<br>Plan inverts                                                                                           | LF   | 180             | \$35.00                                       | \$6,300.00            | \$40.60               | \$7,308.00            |
| 8    | Install 12" CMP Bands and<br>connect to existing CMP                                                                                 | EA   | 7               | \$190.00                                      | \$1,330.00            | \$829.00              | \$5,803.00            |
| 9    | Sawcut and Remove Existing<br>Asphalt and replace with 3"<br>AC on 8" ABC Patch                                                      | SY   | 2,750           | \$49.00                                       | \$134,750.00          | \$89.00               | \$244,750.00          |
| 10   | Remove Existing Fire Hydrant<br>- Reinstall Existing Fire<br>Hydrant in new Location<br>Include new Tee/fitting and<br>Hydrant Valve | EA   | 2               | \$4,000.00                                    | \$8,000.00            | \$3,952.50            | \$7,905.00            |
| 11   | Install 8" C-900 PVC Water<br>Main Per COSL Std Dtl W-06                                                                             | LF   | 5,350           | \$60.00                                       | \$321,000.00          | \$89.39               | \$478,236.50          |
| 12   | Install 6" C-900 PVC Water<br>Main Per COSL Std Dtl W-06                                                                             | LF   | 1,050           | \$45.00                                       | \$47,250.00           | \$74.84               | \$78,582.00           |
| 13   | Install 8" Water Gate Valve<br>Per COLS Std Dtl W-08, W-<br>09                                                                       | EA   | 18              | \$4,100.00                                    | \$73,800.00           | \$2,285.00            | \$41,130.00           |
| 14   | Install 6" Water Gate Valve<br>Per COLS Std Dtl W-08, W-<br>09                                                                       | EA   | 3               | \$3,415.00                                    | \$10,245.00           | \$2,084.00            | \$6,252.00            |
| 15   | Install 8" 11.25 Degree Bend<br>Per COSL Std Dtl W-13                                                                                | EA   | 9               | \$1,000.00                                    | \$9,000.00            | \$823.00              | \$7,407.00            |
| 16   | Install 8" 22.5 Degree Bend<br>Per COSL Std Dtl W-13                                                                                 | EA   | 5               | \$1,000.00                                    | \$5,000.00            | \$843.60              | \$4,218.00            |
| 17   | Install 8" 45 Degree Bend Per<br>COSL Std Dtl W-13                                                                                   | EA   | 27              | \$1,400.00                                    | \$37,800.00           | \$848.00              | \$22,896.00           |
| 18   | Install 6" 11.25 Degree Bend<br>Per COSL Std Dtl W-13                                                                                | EA   | 2               | \$900.00                                      | \$1,800.00            | \$620.00              | \$1,240.00            |
| 19   | Install 6" 22.5 Degree Bend<br>Per COSL Std Dtl W-13                                                                                 | EA   | 4               | \$962.00                                      | \$3,848.00            | \$1,118.00            | \$4,472.00            |
| 20   | Install 6" 45 Degree Bend Per<br>COSL Std Dtl W-13                                                                                   | EA   | 6               | \$1,000.00                                    | \$6,000.00            | \$548.00              | \$3,288.00            |
| 21   | Install 8" x 8" x 8" Tee Per<br>COSL Std Dtl W-13                                                                                    | EA   | 5               | \$2,104.00                                    | \$10,520.00           | \$1,224.00            | \$6,120.00            |
| 22   | Install 8" x 8" x 8" x 8" Cross<br>Per COSL Std Dtl W-13                                                                             | EA   | 1               | \$2,500.00                                    | \$2,500.00            | \$2,322.00            | \$2,322.00            |
| 23   | Install 8" x 8" x 8" Tapping<br>Sleeve and Valve                                                                                     | EA   | 1               | \$4,400.00                                    | \$4,400.00            | \$2,670.00            | \$2,670.00            |
| 24   | Install 8" Blind Flange Cap                                                                                                          | EA   | 1               | \$450.00                                      | \$450.00              | \$372.00              | \$372.00              |
| 25   | Install 8" X 6" Reducer Per<br>COSL Std Dtl W-13                                                                                     | EA   | 3               | \$855.00                                      | \$2,565.00            | \$715.00              | \$2,145.00            |
| 26   | Install Blow Off per COSL Std<br>Dtl W-02                                                                                            | EA   | 6               | \$2,600.00                                    | \$15,600.00           | \$1,429.00            | \$8,574.00            |
| 27   | Install 8" x 6" x 8" Tee Per<br>COSL Std Dtl W-13                                                                                    | EA   | 3               | \$2,000.00                                    | \$6,000.00            | \$1,139.00            | \$3,417.00            |
| 28   | Install 1" Poly Single Water<br>Service Per COSL Std Dtl W-<br>03                                                                    | EA   | 43              | \$3,351.00                                    | \$144,093.00          | \$1,922.00            | \$82,646.00           |
| 29   | Install 1 1/2" Poly Double<br>Water Service Per COSL Std<br>Dtl W-04                                                                 | EA   | 35              | \$4,400.00                                    | \$154,000.00          | \$2,892.00            | \$101,220.00          |
| 30   | Install Fire Hydrant Per COSL<br>Std Dtl W-07, include<br>Tee/Fitting and Hydrant Valve                                              | EA   | 9               | \$7,100.00                                    | \$63,900.00           | \$6,532.00            | \$58,788.00           |
| 31   | Install Air Release Valve Per<br>COSL Std Dtl W-01                                                                                   | EA   | 8               | \$1,500.00                                    | \$12,000.00           | \$1,298.00            | \$10,384.00           |
| 32   | Rock Excavation *                                                                                                                    | CY   | 500             | \$5.00                                        | \$2,500.00            | \$95.00               | \$47,500.00           |
| 33   | Water Meter Connection<br>Force Account                                                                                              | F.A. | 1               | \$30,000.00                                   | \$30,000.00           | \$30,000.00           | \$30,000.00           |
|      | <b>Grand Total</b>                                                                                                                   |      |                 |                                               | <b>\$1,203,331.00</b> |                       | <b>\$1,349,125.50</b> |





N FOOLS HOLLOW

N 22ND AVE

SUBJECT PROPERTY

W SYLVESTER DR

N 26TH DR

N 25TH WAY

N 22ND DR

W SYLVESTER CIR

N 26TH CIR

W SAVAGE DR

W WILLIS DR

N 25TH DR

W ROGERS DR

N 22ND CIR

N 27TH AVE

W OLD LINDEN RD

N 25TH CIR

N 24TH DR





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

**AGENDA TITLE:** Consideration of Approval of List for Job Order Qualified Contractors for Heating, Ventilation, and Air Conditioning services (Bill Kopp)

### **RECOMMENDATION**

I **MOVE** to approve the list of qualified contractors for Heating, Ventilation, and Air Conditioning services and to enter into job order contracts with the listed firms.

### **BACKGROUND**

The City owns buildings and facilities at 28 locations. All these buildings have some type of Heating, Ventilation, and Air Conditioning (HVAC) systems which range from wall heaters to large roof-mounted HVAC units. Six of the City's main buildings are integrated into a Building Automation System which remotely controls and monitors these HVAC systems. The City's goal is to streamline the process for scheduled maintenance, replacements, and emergency repairs.

The City of Show Low conducted a competitive one-step process to retain up to three contractors for a Job Order Contract to provide labor, furnish, and install materials for repairing and maintaining HVAC equipment at City facilities. This work will include scheduled maintenance, planned upgrades, and emergency repairs. When practical, competitive job order pricing will be requested from all selected contractors. In emergency cases, the contractor with the best ability to respond will be issued a job order.

The term of this contract will be five years. However, services will be requested on an as-needed, if-needed basis. The resultant contract is neither exclusive nor a commitment by the City that the contractor's services will be required.

In March 2023, City staff solicited statements of qualification for HVAC service firms to provide job order contracting services. Three statements of qualifications were received, resulting in the following list of three qualified firms:

Advanced Air Systems  
Rim Country Mechanical, Inc.  
Elevate Mechanical, LLC

Staff recommends approving the list of qualified contractors for HVAC services and entering into job order contracts with the listed firms.

Attachments:  
None

### **FISCAL IMPACT**

Anticipated cost: As needed per year.  
Funding source (account no.): Other Contractual Services (11-445-430-3300-0000)