

**SHOW LOW CITY COUNCIL**  
**REGULAR MEETING - TUESDAY, NOVEMBER 5, 2024**

**PURSUANT** to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public, that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, November 5, 2024, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

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

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

6. **SPECIAL EVENTS:**

- A. Recognition of Appreciation for Past Council Member Mike Allsop
- B. Recognition of Citizen's Academy Graduates
- C. Presentation Regarding League of Arizona Cities and Towns Conference by Show Low High School's Youth Delegation.

7. **CONSENT CALENDAR:**

- A. Consideration of Authorization to Purchase Ventrac Sidewalk Cleaning Machine with Attachments and Authorization of Associated Budget Transfers (Rick Austin)
- B. Consideration of Authorization to Purchase Case 586H Forklift and Authorization of Associated Budget Transfers (Rick Austin)
- C. Consideration of Acceptance of Senior Field Bleachers Rehab, City of Show Low Project No. FM-0824 (Rick Austin)
- D. Consideration of Acceptance for East Cooley Roadway Improvements, City of

Show Low Project No. R-3323 (Shane Hemesath)

- E. Consideration of Acceptance of Manhole Replacement Job Order Contract No. 1, City of Show Low Project No. S-4924 JOC No.1 (Shane Hemesath)
- F. Consideration of Noncommercial Ground Lease with D'Plane LLC and Termination of Lease with Will and Sarah Ferguson at Show Low Regional Airport (Jacob Allen)
- G. Consideration of Minutes of Show Low City Council meetings:
  - 1. Regular Meeting of October 15, 2024

8. **NEW BUSINESS:**

- A. Consideration of Award of Construction Contract for Show Low Lake Campground Restroom, City of Show Low Project No. FM-3125 (Rick Austin)
- B. Consideration of Cost Sharing Agreement with Show Low/Pinetop-Woodland Irrigation Company for Improvements including Replacement of Show Low Lake Valves (Morgan Brown, Anna Atencio)
- C. Consideration of Award of Contract for Replacement of Show Low Lake Valves, City of Show Low Project No. FM-3325 and Authorization of Associated Budget Transfers (Rick Austin)
- D. Consideration Ground Lease Agreement with New Cingular Wireless PCS, LLC (Anna Atencio)

9. **SUMMARY OF CURRENT EVENTS:**

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

10. **SCHEDULE OF MEETINGS:**

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

11. **ADJOURNMENT:**

**SCHEDULED MEETINGS/EVENTS:**

| DATE       | TIME      | EVENT NAME                       |
|------------|-----------|----------------------------------|
| 11/05/2024 | 7:00 P.M. | CITY COUNCIL - REGULAR MEETING   |
| 11/12/2024 | 7:00 P.M. | P&Z COMMISSION - REGULAR MEETING |
| 11/19/2024 | 7:00 P.M. | CITY COUNCIL - REGULAR MEETING   |

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

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

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

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

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Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on Friday, November 5, 2024.

MTG DATE: 11/5/2024  
ITEM: 7.A

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Authorization to Purchase Ventrac Sidewalk Cleaning Machine with Attachments and Authorization of Associated Budget Transfers (Rick Austin)

**RECOMMENDATION**

I **MOVE** to authorize the purchase of a Ventrac sidewalk cleaning machine and attachments to Simpson Norton Corp under the Omnia Contract No. 2023261 in an amount not to exceed \$67,178.37 and authorize the associated budget transfers.

**BACKGROUND**

This Ventrac sidewalk cleaning machine and attachments will be purchased under the Omnia Contract No. 2023261 from Simpson Norton Corp. In years past, staff has had to drive on the sidewalk with a pickup truck and plow, requiring the truck to be half in the road as well as the sidewalk, causing our drivers to be vulnerable to passing traffic. With this piece of equipment, staff can safely stay on the sidewalk and complete snow removal in a timelier manner. This tractor also comes with a broom to clean sidewalks of dirt and debris and will be utilized to clean sidewalks throughout the year.

Staff recommends approving the purchase of a Ventrac Tractor and authorizing the associated budget transfers.

**ATTACHMENTS**

1. Ventrac Quote

**FISCAL IMPACT**

Anticipated cost: \$67,178.37

Funding source (account no.): Streets Equipment Purchase (12-500-495-7410-0000/5002537)

| Description                | Account                      | Approved Budget | Transfer | Amended Budget |
|----------------------------|------------------------------|-----------------|----------|----------------|
| Streets Small Equip/Cap    | 12-500-430-6115-0000         | \$16,800        | (5,200)  | \$11,600       |
| Streets Equipment Purchase | 12-500-495-7410-0000/5002537 | \$294,000       | 5,200    | \$299,200      |
| <b>Total</b>               |                              | \$310,800       |          | \$310,800      |





# Pricing Quote

Quote #: 86821-1005  
Contract #: 2023261

Date Quoted: October 4, 2024  
Quote Expires: November 15, 2024

## Prepared For:

Mike Mariscal  
City of Show Low  
Show Low, AZ  
928-369-6465  
mmariscal@showlowaz.gov

## Prepared By:

Simpson Norton Corp - Goodyear  
Fred Balzarini  
4144 South Bullard Ave  
Goodyear, AZ 85338  
Phone: 602-078-6950

Customer's OMNIA Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

| QTY      | Model #          | Description                                                                                                                                            | OMNIA     | Total     |
|----------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| 1        | 4520N (39.51225) | Ventrac Tractor: KN, 4520N Kubota WG972 EFI<br><i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i> | 31,004.00 | 31,004.00 |
| 1        | 70.4167-99       | Accessory: Kit, Heated Suspension Seat 4520                                                                                                            | 736.00    | 736.00    |
| 1        | KW452 (70.2014)  | Accessory: CAB<br>Cab, KW452 for 4500/4520                                                                                                             | 7,843.00  | 7,843.00  |
| 1        | 70.2006-4        | Accessory: Kit, Mirror                                                                                                                                 | 142.60    | 142.60    |
| 1        | 70.8161          | Accessory: Kit, Cab Strobe Light                                                                                                                       | 358.80    | 358.80    |
| 1        | 70.8148          | Accessory: Kit, Cab Windshield Washer                                                                                                                  | 234.60    | 234.60    |
| 1        | 70.2006-6        | Accessory: Kit, Defrost Fan                                                                                                                            | 253.00    | 253.00    |
| 1        | 70.8137          | Accessory: Kit, KW450 Kaw Heater Install                                                                                                               | 368.00    | 368.00    |
| 1        | 70.2014-51       | Accessory: CAB HEATER KIT 4500/4520 Y&Z<br>Kit, KW452 Heatr Install 4500/4520 N,Y&Z                                                                    | 331.20    | 331.20    |
| 1        | 47.0452          | Accessory: ARM REST<br>Kit, Armrest, Kit Suspension Seat 4500/4520                                                                                     | 165.60    | 165.60    |
| 1        | 70.4173          | Accessory: WORK LIGHT LED<br>Kit, Work Light LED 4520/4500                                                                                             | 377.20    | 377.20    |
| 1        | KJ520 (39.55401) | Attachment: BROOM<br>KJ, KJ520 Broom                                                                                                                   | 5,704.00  | 5,704.00  |
| 1        | 70.8211          | Accessory: Kit, 12V Actuator KJ                                                                                                                        | 377.20    | 377.20    |
| 1        | 70.4161          | Accessory: 12V SWITCH & PLUG<br>Kit, 12V Front 4520/4500                                                                                               | 354.20    | 354.20    |
| 1        | KX523 (39.55427) | Attachment: SNOW BLOWER<br>KX, KX523 52" Snowblower                                                                                                    | 5,561.40  | 5,561.40  |
| 1        | 70.8025          | Accessory: Kit, 12V Actuator, HB/KX/LX                                                                                                                 | 294.40    | 294.40    |
| Subtotal |                  |                                                                                                                                                        |           | 54,105.20 |

| <b>CHARGES</b>       |                  |
|----------------------|------------------|
| Delivery (3%)        | +1,623.16        |
| Freight (10%)        | +5,410.52        |
| Setup Charges (2.5%) | +1,352.63        |
| Tax (7.5%)           | +4,686.86        |
| <b>TOTAL USD \$</b>  | <b>67,178.37</b> |



MTG DATE: 11/5/2024  
ITEM: 7.B

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Authorization to Purchase Case 586H Forklift and Authorization of Associated Budget Transfers (Rick Austin)

**RECOMMENDATION**

I **MOVE** to authorize the purchase of a Case 586H Forklift to Bingham Equipment Company under the Sourcewell Contract No. 032119-CNH in an amount not to exceed \$112,896.00 and authorize the associated budget transfers.

**BACKGROUND**

This Case 586H Forklift will be purchased under the Sourcewell Contract No. 032119-CNH from Bingham Equipment Company and will replace a 2006 Case forklift that has over 5,000 hours and is showing signs of needing major repairs. When staff performs oil changes on the City's equipment, oil and hydraulic samples are taken and staff is starting to see excessive metal in the oil indicating that the engine could be in danger of failure. Staff utilizes this piece of equipment for loading and unloading large deliveries at the Public Works shop as well as delivering road plates city wide.

Staff recommends approving the purchase of the Case 586H Forklift to Bingham Equipment Company under the Sourcewell Contract No. 032119-CNH in an amount not to exceed \$112,896.00 and authorizing the associated budget transfers.

**ATTACHMENTS**

1. Bingham Equipment Company Quote

**FISCAL IMPACT**

Anticipated cost: \$112,896.00

Funding source (account no.): Equipment Purchase/Forklift (12-500-495-7410-0000/5002535)



815 West Gila Bend Hwy  
Casa Grande, Arizona 85222-4302  
Phone (520) 836-8700  
Fax (520) 421-1316  
www.binghamequipment.com  
Remit to: 1651 South Country Club Dr., Mesa, AZ 85210

Ship to:

IN STORE PICKUP

Invoice to:

City of Show Low  
1281 E Thornton Dr  
Show Low AZ 85901

|                  |                |           |
|------------------|----------------|-----------|
| Branch           |                |           |
| 02 - Casa Grande |                |           |
| Date             | Time           | Page      |
| 10/10/2024       | 15:26:54 (O)   | 1         |
| Account No.      | Phone No.      | Quote No. |
| SHOWL006         | 9285324113     | 005190    |
| Ship Via         | Purchase Order |           |
| Our Truck        | QUOTE ONLY     |           |
|                  | 999            |           |
| Salesperson      |                |           |
| Shaun Spilsbury  |                | 1SD       |

### Sales Quote

Description \*\* Q U O T E \*\* EXPIRY DATE: 12/09/2024 Amount

New CASE 586H Forklift 2WD 98356.00  
2 Wheel Drive, Tier IV Final, 3.4 Liter Turbo  
Diesel Cooled EGR, 85 Gross HP, Diesel Particulate  
Filter (DPF), 4 Speed F/R Power Shuttle, ROPS/FOPS  
Certified Canopy, Backup Alarm, 3 Spool Mast  
Control, 6" Sideshift, 24" Load Center to  
- 6000 Lbs.

\*\*\*\*\*  
586H 2WD Forklift 2WD \$89,880.00  
423025 15' Mast w/60" Carriage, Hook \$14,217.00  
423041 Load Control \$788.00  
423042 Deluxe Suspension Seat \$618.00  
9200016 11Lx16 10PR F3 Rear Tires \$0.00  
9300011 19.5Lx24 12PR Front Tires \$358.00  
745287 CAB W/ Heat and AC \$17,084.00  
Sub Total \$122,945.00  
Sourcewell Discount <24,589.00>  
Total \$98,356.00  
\*\*\*\*\*

All Pricing Is In Accordance With Sourcewell Contract  
#032119-CNH.

\*\*\*\*\*  
Inbound Freight, PDI and Labor to Install Accessories Have  
Been Added Below.  
\*\*\*\*\*

Thank You For The Opportunity  
Shaun Spilsbury  
Municipal/Government Sales  
602-980-5671  
\*\*\*\*\*

THANK YOU

Sale Total: 98356.00

SIGNED X \_\_\_\_\_

SIGNED X \_\_\_\_\_

The buyer represents that he owns the above Trade-in equipment free and clear  
of any encumbrance except that indicated payable to: \_\_\_\_\_

in the amount of: \_\_\_\_\_

SIGNED X \_\_\_\_\_  
If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

#### STATEMENT CONCERNING WARRANTIES

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO  
WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF  
MECHANABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No  
warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are  
sold "AS IS".



815 West Gila Bend Hwy  
Casa Grande, Arizona 85222-4302  
Phone (520) 836-8700  
Fax (520) 421-1316  
www.binghamequipment.com  
Remit to: 1651 South Country Club Dr., Mesa, AZ 85210

Ship to:

IN STORE PICKUP

Invoice to:

City of Show Low  
1281 E Thornton Dr  
Show Low AZ 85901

|                  |              |                |
|------------------|--------------|----------------|
| Branch           |              |                |
| 02 - Casa Grande |              |                |
| Date             | Time         | Page           |
| 10/10/2024       | 15:26:54 (O) | 2              |
| Account No.      | Phone No.    | Quote No.      |
| SHOWL006         | 9285324113   | 005190         |
| Ship Via         |              | Purchase Order |
| Our Truck        |              | QUOTE ONLY     |
|                  |              | 999            |
| Salesperson      |              |                |
| Shaun Spilsbury  |              | 1SD            |

### Sales Quote

Description      \*\* Q U O T E \*\*      EXPIRY DATE: 12/09/2024      Amount

#### Miscellaneous Charges/Credits

=====

|                          |        |                |         |
|--------------------------|--------|----------------|---------|
| EQUIPMENT FREIGHT CHARGE | Qty: 1 | Price: 5200.00 | 5200.00 |
| LABOR SALES              | 1      | 1200.00        | 1200.00 |

Subtotal: 104756.00

AZ STATE TAX: 5507.94

CASA GRANDE City: 1500.34

PINAL County: 1081.92

Quote Total: 112846.20

Authorization: \_\_\_\_\_

THANK YOU

SIGNED X \_\_\_\_\_

SIGNED X \_\_\_\_\_

The buyer represents that he owns the above Trade-in equipment free and clear of any encumbrance except that indicated payable to: \_\_\_\_\_

in the amount of: \_\_\_\_\_

SIGNED X \_\_\_\_\_

If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

#### STATEMENT CONCERNING WARRANTIES

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".

MTG DATE: 11/5/2024  
ITEM: 7.C

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of Senior Field Bleachers Rehab, City of Show Low Project No. FM-0824 (Rick Austin)

**RECOMMENDATION**

I **MOVE** to accept the Senior Field Bleachers Rehab, City of Show Low Project No. FM-0824 and initiate the two-year warranty period.

**BACKGROUND**

On May 5, 2024, the City Council awarded a contract to LD&B LLC for the Senior Field Bleachers Rehab project in an amount not to exceed \$174,502.00. Work included sandblasting all surfaces, providing 3.5 inches of new concrete cap, making several repairs on the face block, motor washing the block with stucco then painting all the handrails.

On October 30, 2024, LD&B LLC completed the rehab of the Senior Field Bleachers for a final cost of \$174,502.00. Staff recommends accepting the Senior Field Bleachers Rehab, City of Show Low Project No. FM-0824 and initiating the two-year warranty period.

**ATTACHMENTS**

None

**FISCAL IMPACT**

Final cost: \$174,502.00

Funding source (account no.): Repairs and Maintenance (11-445-460-4300-0000)

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance for East Cooley Roadway Improvements, City of Show Low Project No. R-3323 (Shane Hemesath)

**RECOMMENDATION**

I **MOVE** to accept the East Cooley Roadway Improvements, City of Show Low Project No. R-3323, completed by Western Grade LLC for a final cost of \$196,352.20, release the retainage, and initiate the two-year warranty.

**BACKGROUND**

At the September 19, 2023, Regular meeting, the City Council awarded a construction contract to Western Grade LLC in the amount not to exceed \$196,352.20 for the East Cooley Roadway Improvements. The scope of work included removing parking islands along East Cooley between North 11th Street and SR-260. These improvements allowed for proper roadway width for two-way traffic along this corridor and the installation of American with Disabilities sidewalk ramps. The streetlights and trees remained in place.

At the time of this contract award, the contractor held multiple construction contracts with the City. This project was delayed by City staff to allow for paving projects to be competed prior to cold weather during the winter of 2023. The project was started in the summer of 2024.

The improvements to East Cooley have been completed at a total cost of \$196,352.20.

Staff recommends accepting the East Cooley Roadway Improvements, City of Show Low Project No. R-3323, completed by Western Grade LLC for a final cost of \$196,352.20, releasing the retainage, and initiating the two-year warranty.

**ATTACHMENTS**

None

**FISCAL IMPACT**

Final cost: \$196,352.20

Funding source (account no.): Widening Road by Chase Bank (12-500-495-7310-2469)

**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Acceptance of Manhole Replacement Job Order Contract No. 1, City of Show Low Project No. S-4924 JOC No.1 (Shane Hemesath)

**RECOMMENDATION**

I **MOVE** to accept the Manhole Replacement Job Order Contract No. 1, City of Show Low Project No. S-4924 JOC No. 1, completed by Apache Underground and Excavating at a final cost of \$238,188.00, release the retainage, and initiate the two year warranty.

**BACKGROUND**

At the August 6, 2024 City Council meeting, a construction contract for the Wastewater Manhole Replacement project was awarded to Apache Underground and Excavating for a cost not to exceed \$238,188.00. The scope of work included removing the deteriorated manhole, replaced the manhole with a new concrete or polymer manhole and replaced any concrete or asphalt to adjust the replacement to grade. The work took place at various locations citywide in Show Low, Arizona.

Job Order No. 1 consisted of replacing six manholes located near Summit Trail near Torreon. These manholes had extensive hydrogen sulfide corrosion and were replaced with polymer manholes to prevent corrosion typically seen in regular concrete manholes. The depths of the manholes ranged between 9-feet and 12.5-feet deep. The manhole replacement work has been completed for a final cost of \$238,188.00.

Staff recommends accepting the Manhole Replacement Job Order Contract No. 1, City of Show Low Project No. S-4924 JOC No. 1, completed by Apache Underground and Excavating at a final cost of \$238,188.00, releasing the retainage, and initiating the two year warranty.

**ATTACHMENTS**

1. 2024 JOC 1

**FISCAL IMPACT**

Final cost: \$238,188.00

Funding source (account no.): I & I Manhole Maintenance (42-755-495-7300-5871-0000)







**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Noncommercial Ground Lease with D'Plane LLC and Termination of Lease with Will and Sarah Ferguson at Show Low Regional Airport (Jacob Allen)

**RECOMMENDATION**

**I MOVE** to approve a noncommercial ground lease with D'Plane LLC, terminate the noncommercial ground lease for 3700 Corporate Way, #B with Will and Sarah Ferguson at Show Low Regional Airport, and authorize the Mayor to sign the documents on behalf of the City.

**BACKGROUND**

Casa Linda, Inc., entered into a noncommercial ground lease agreement with the City on November 6, 2007, for an aircraft storage hangar located at 3700 Corporate Way, #B. On September 2, 2008, the Council approved the assignment of the noncommercial ground lease at 3700 Corporate Way, #B to Will and Sarah Ferguson.

D'Plane LLC has purchased the hangar from Will and Sarah Ferguson and has requested a new noncommercial ground lease per the airport ground lease policy. As a result of this purchase, the current noncommercial ground lease with Will and Sarah Ferguson will need to be terminated to allow the new owner to enter into a new noncommercial ground lease.

The terms and conditions of the agreement include the new annual lease rate of 0.353 cents per square foot per year for 3,828 square feet, which is \$1,351.28 annually plus tax. The agreement includes an annual Consumer Price Index (CPI) increase. D'Plane LLC is responsible for paying all utility costs. The length of the agreement is 25 years, beginning November 5, 2024, with the option to extend the agreement for five additional five-year periods at an increased rate for a total lease period of 49 years.

Staff recommends approving the noncommercial ground lease with D'Plane LLC, terminating the noncommercial ground lease for 3700 Corporate Way, #B, with Will and Sarah Ferguson, and authorizing the Mayor to sign the documents on behalf of the City.

**ATTACHMENTS**

None

**FISCAL IMPACT**

\$1,351.28 annually plus tax and annual CPI increases

**MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL  
HELD ON TUESDAY, OCTOBER 15, 2024, AT 7:00 PM IN THE CITY COUNCIL  
CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY,  
ARIZONA**

1. Call to Order.

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

2. Roll Call.

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

**COUNCIL MEMBERS ABSENT:** Vice Mayor Kakavas.

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

**GUESTS:** Eileen Vasquez Lindstrom, David Ramsey, Laura A. Doty, Stephen Heckathorne, Steve Williams, Doug Roberts, Chad Meir, and others.

3. Invocation.

Councilman Whipple gave the invocation.

4. Pledge of Allegiance.

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

5. **CALL TO THE PUBLIC:**

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

None.

**SPECIAL EVENTS:**

A. Presentation of Snow Management Plan (Rick Austin/Ryan Hall)

Mr. Hall presented the 2024-25 snow management plan to the City Council. Many Council members thanked staff for their hard work and management of the snow and storms that the City received during the winter months.

6. **CONSENT CALENDAR:**

- A. Proclamation by the Mayor Proclaiming November 10 through 16, 2024, as **COMMUNITY FAST OF COMPASSION FOR THOSE IN NEED WEEK** in the City of Show Low (Rachael Hall)
- B. Proclamation by the Mayor Proclaiming October 13 through 19, 2024, as **ARIZONA CITIES AND TOWNS WEEK** in the City of Show Low (Rachael Hall)
- C. Consideration of Acceptance of Construction Contract for 2024 Citywide Roadway Improvements, City of Show Low Project No. R-6724 (Shane Hemesath)
- D. Consideration of Acceptance of Construction Contract for Cemetery Expansion 2024, City of Show Low Project No. FM-1325 (Shane Hemesath)
- E. Consideration of Noncommercial Ground Lease with Jonesmont Air LLC and Termination of Lease with Desert Fish Aviation, LLC at Show Low Regional Airport (Jacob Allen)
- F. Consideration of Acceptance of Construction of Reconstruction of Headworks Building, City of Show Low Project No. FM-1324 (Bill Kopp)
- G. Consideration of Minutes of Show Low City Council meetings:

- 1. Regular Meeting of October 1, 2024

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

Ms. Hall read the Community Fast proclamation aloud, and Mayor Leech presented it to Pastor Stephen Heckathorne.

Pastor Heckathorne thanked the City for their continued participation in the Community Fast. He said in the past 12 years, over \$350,000 had been raised and was given to local charities.

Chairman Williams introduced the members of the Community Fast Committee and said every penny was given to local organizations that were able to identify people needing help over the holidays. Many community members, churches, businesses, and schools participated in the fast. He said one of the highlights that he hoped the Council members and citizens could come to was the community celebration. He thanked the City Council for their support of the Community Fast.

Ms. Hall read the Cities and Towns Week proclamation aloud. A short video clip of the services provided by cities and towns in Arizona was shown.

7. **NEW BUSINESS:**

- A. **PUBLIC HEARING** and Consideration of Application Submitted by Juanita Alicia Esparza and Cody Christine Lawyer for #12, Restaurant, Liquor License on Behalf of Show Low Cafe for its Location at 480 West Deuce of Clubs, Suite B, Show Low, Arizona (Rachael Hall)

Ms. Hall said Juanita Alicia Esparza and Cody Christine Lawyer, representing Show Low Cafe, submitted a liquor application for a #12, Restaurant Liquor License for its location at 480 West Deuce of Clubs, Suite B. As required by state law, the property was posted, and no public input was received.

Ms. Hall said according to City Code, a Conditional Use Permit (CUP) was required for a #12, Restaurant Liquor License, to sell any other spirits beyond beer and wine. Staff reached out to Ms. Esparza and Ms. Lawyer to notify them of this requirement. It was discussed that for the time being, if the liquor license application was approved, Show Low Cafe would only serve beer and wine at its location until they had obtained a CUP through the Show Low Planning and Zoning Commission.

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

Mayor Leech opened the matter for a public hearing.

Laura A. Doty, HC 30 in Concho, said she was against the approval of this liquor license application. She said this would compete with an already established business in the same building.

Eva Haverland, 480 East Deuce of Clubs, owner of Rocky's Cocktail

Lounge, said her lease agreement had a non-compete clause in her agreement and shared information that she believed a liquor license was not allowed on the same premise. She asked the City Council not to recommend approval of this application.

Ms. Atencio said the City Council was limited to respond and vote within matters in their jurisdiction. She said the non-compete clause in Ms. Haverland's contract was a civil matter and the City Council could not address it. She said the State Liquor Board had jurisdiction regarding the matter of multiple liquor licenses in the same location.

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

Councilman Judd asked if the Show Low Cafe already had a liquor license. Ms. Hall said no, Show Low Cafe was applying for a new liquor license.

Mayor Leech asked for clarification regarding the two liquor licenses at the same location and if the State Liquor Board would handle that issue. Ms. Atencio said the State Liquor Board had jurisdiction regarding the multiple liquor licenses at the same location. The State Liquor Board had indicated that they did not find that there was an issue with two liquor licenses at that premises.

Mr. Brown reminded the Council that they were only making a recommendation and that the final approval came from the State Liquor Board.

**COUNCILMAN JUDD MOVED TO RECOMMEND APPROVAL TO THE STATE LIQUOR BOARD OF THE APPLICATION SUBMITTED BY JUANITA ALICIA ESPARZA AND CODY CHRISTINE LAWYER FOR #12, RESTAURANT, LIQUOR LICENSE ON BEHALF OF SHOW LOW CAFE FOR ITS LOCATION AT 480 WEST DEUCE OF CLUBS, SUITE B, SHOW LOW, ARIZONA; SECONDED BY COUNCILMAN WHIPPLE; PASSED 6 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

- B. Consideration of Resolution No. R2024-31 Approving and Authorizing Intergovernmental Agreement with Arizona Department of Transportation for HURF Exchange Funding for North 11th Street Improvements (Shane Hemesath)

Mr. Hemesath said the City of Show Low was scheduled to receive federal STBGP funding in an amount of \$617,000 for the North 11th Street improvement project. The scope of the project was to reconstruct North 11th Street from East Cooley to East Huning. Remove old existing concrete and asphalt, install new ADA compliant sidewalk with ramps, roadside parking, concrete pavers, conduit sleeves for future lighting and landscaping

improvements, as well as required drainage infrastructure required by the improvements. Re-pave asphalt roadway and parking areas as well as install required signs and new pavement markings.

Mr. Hemesath said instead of completing the project under the restrictive standards required by federal funding, the City would like to utilize the HURF exchange program at Arizona Department of Transportation (ADOT) to exchange the federal funds for state funds. That way, the project could be constructed as if it was a local project without additional requirements. The cost to utilize the HURF exchange program was 10% of the total funding, so the City would give ADOT \$617,000 of STBGP federal funds and ADOT would give the City \$555,300 of State HURF funding for the project. Mr. Hemesath said this would allow staff to complete the project as if it was a local project and have more control over all aspects of the project.

Mr. Hemesath said Resolution No. R2024-31 approved authorizing an Intergovernmental Agreement with ADOT for the HURF Exchange funding for North 11th Street Improvements, and authorizing the Mayor to sign said agreement.

**COUNCILMAN JUDD MOVED TO ADOPT RESOLUTION NO. R2024-31 APPROVING AND AUTHORIZING INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE HURF EXCHANGE FUNDING FOR NORTH 11TH STREET IMPROVEMENTS, AND AUTHORIZING THE MAYOR TO SIGN SAID AGREEMENT; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.**

8. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

None.

B. Mayor

Mayor Leech encouraged everyone to attend the upcoming Homecoming football game for Show Low High School this Friday night.

C. City Manager

Mr. Brown said there were many Halloween events this year and encouraged everyone to visit the City's website for a list and information regarding each event.

Mr. Brown said in public works projects, the striping had been completed on

the Old Linden Road project, work continued on the Woolford Road project, and the contractor was working on the Savage Sewer project and was currently installing sewer near Whipple Ranch Elementary.

9. **SCHEDULE OF MEETINGS:**

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

Mr. Brown said the Council Retreat would be held on October 23, 2024.

10. **ADJOURNMENT:**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF OCTOBER 15, 2024, AT 7:43 P.M.**

ATTEST:

APPROVED:

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

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

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the **REGULAR MEETING** of the City Council of Show Low held on October 15, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

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

(SEAL)

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



**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Award of Construction Contract for Show Low Lake Campground Restroom, City of Show Low Project No. FM-3125 (Rick Austin)

**RECOMMENDATION**

I **MOVE** to award the construction contract for Show Low Lake Campground Restroom, City of Show Low Project No. FM-3125, to LD&B LLC in an amount not to exceed \$138,400.00.

**BACKGROUND**

The City of Show Low 2024 Budget includes funding for the construction of a new public restroom at Show Low Lake. This restroom will be located at the Spillway Campground. The work includes, but is not necessarily limited to, the construction of a restroom facility that will include three ADA-accessible restrooms in a single building. There shall be one separate men's restroom with two stalls, one water closet and one urinal, one separate women's restroom with two water closet stalls, and a family restroom with a single water closet and ADA adult changing station.

Staff solicited bids from contractors to construct the building. The request for bids were based on previously approved plans prepared by City staff. The building will be a duplicate of the recently constructed restrooms at the City Campus. City personnel will extend water, sewer, and power utilities to the building location. The project was publicly advertised per statutory requirements, and two bids were received. The bid result follows:

| <u>Contractor</u>      | <u>Total Bid</u> |
|------------------------|------------------|
| LD&B LLC               | \$138,400.00     |
| Mills Design Group LLC | \$188,600.00     |

Staff recommends awarding the construction contract for Show Low Lake Campground Restroom, City of Show Low Project No. FM-3125 to LD&B LLC in an amount not to exceed \$138,400.00.

**ATTACHMENTS**

1. FM-3125 BID TAB
2. FM-3125 AERIAL

**FISCAL IMPACT**

Anticipated cost: \$138,400.00

Funding source (account no.):SL Lake Spillway Restroom and Utilities (11-445-495-7310-2308)

**Project Name: Show Low Lake Campground Restroom Project No. FM-3125**  
**Bid Opening Wednesday, October 23, 2024 @ 2:00 PM**  
**Bid Tabulation Sheet**

|      |                |      |              |              |              |                         |              |
|------|----------------|------|--------------|--------------|--------------|-------------------------|--------------|
|      | BID SCHEDULE A |      |              | LD&B, LLC    | 1            | Mills Design Group, LLC | 2            |
| Item | Description    | Unit | No. of Units | Total Price  |              | Total Price             |              |
| 1    | Mobilization   | LS   | 1            | \$138,400.00 |              | \$188,600.00            |              |
|      | GRAND TOTAL    |      |              |              | \$138,400.00 |                         | \$188,600.00 |







**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Cost Sharing Agreement with Show Low/Pinetop-Woodland Irrigation Company for Improvements including Replacement of Show Low Lake Valves (Morgan Brown, Anna Atencio)

**RECOMMENDATION**

I **MOVE** to approve the Cost Sharing Agreement with the Show Low/Pinetop-Woodland Irrigation Company for improvements including the replacement of underwater valves at Show Low Lake.

**BACKGROUND**

The City and the Show Low/Pinetop-Woodland Irrigation Company ("Irrigation Company") share interests in the water and storage rights at Show Low Lake and Dam pursuant to a Water Agreement dated June 29, 2005, amended and restated on June 5, 2012, and the Operating and System Management Agreement dated June 29, 2005, amended and restated on June 5, 2012.

Irrigation water stored in Show Low Lake has historically been and continues to be diverted by the Irrigation Company via the Show Low Lake Pipeline and Rainbow Lake Ditch. Improvements are required for (1) the continued releases of stored irrigation water from Show Low Lake into the Show Low Lake Pipeline and the Rainbow Lake Ditch, which are used to deliver irrigation water to the Irrigation Company's shareholders, and (2) for the City to divert water via the Rainbow Lake Ditch to its future water treatment plant. Properly functioning valves are essential for controlling the water levels at the lake.

The improvements include the construction of a slip line from the pumping facility on Show Low Lake to the Rainbow Lake Ditch and the replacement of underwater valves at Show Low Lake that are in disrepair but are necessary for the diversion of water into the Show Low Lake Pipeline.

The parties believe that it is in their respective best interests to complete the improvements and to share in the costs, responsibilities and rights to the improvements. The City has constructed the slip line from the pumping facility on Show Low Lake to the Rainbow Lake Ditch at its own cost and expense in exchange for a perpetual right to use a portion of the Rainbow Lake Ditch to divert water to its future water treatment plant. The City is willing to pay upfront an estimated \$189,060.00 for the diving team, replacement valves and crane to replace or repair the valves at Show Low Lake. The Irrigation Company agrees to reimburse the City approximately half of the costs, \$94,930.00 at a zero percent interest rate over the period of three years, payable in equal annual installments of \$31,510.00. The first payment is due on the Effective Date of the Cost Sharing Agreement and shall be due each year thereafter until paid in full.

Staff recommends approval of the Cost Sharing Agreement with the Show Low/Pinetop-Woodland Irrigation Company.

## **ATTACHMENTS**

1. Show Low Lake Cost Sharing Agreement

## **FISCAL IMPACT**

N/A

## COST SHARING AGREEMENT

### Show Low Lake

This Cost Sharing Agreement ("this Agreement") is effective the 1st day of November 2024 ("the Effective Date"), by and between the CITY OF SHOW LOW, ARIZONA, an Arizona municipal corporation ("the City"), and SHOW LOW/PINETOP-WOODLAND IRRIGATION COMPANY, an Arizona non-profit corporation ("the Irrigation Company").

### RECITALS

WHEREAS, the City and the Irrigation Company share interests in the water and storage rights at Show Low Lake and Dam located in Sections 10 and 15, Township 9 North, Range 22 East, Navajo County, Arizona ("Show Low Lake") pursuant to the Agreement by and between the City and the Irrigation Company dated June 29, 2005, as amended and restated on June 5, 2012 ("the Water Agreement") and the Operating and System Management Agreement by and between the City and the Irrigation Company dated June 29, 2005, as amended and restated on June 5, 2012 ("the Operating Agreement") (collectively, "the Show Low Lake Agreements");

WHEREAS, irrigation water stored in Show Low Lake has historically been and continues to be diverted by the Irrigation Company via the Show Low Lake Pipeline (herein so called) that connects to Show Low Creek on the north portion of Show Low Lake;

WHEREAS, irrigation water is currently diverted by the Irrigation Company via the Rainbow Lake Ditch (herein so called) and raw water can also be diverted by the City to its proposed water treatment facility via a segment of the Rainbow Lake Ditch;

WHEREAS, the Rainbow Lake Ditch is connected to a sleeve or slip extending from the southwest portion of Show Low Lake;

WHEREAS, certain improvements ("the Improvements") are required for (1) the continued releases of stored irrigation water from Show Low Lake into the Show Low Lake Pipeline and the Rainbow Lake Ditch that are used to deliver irrigation water to the Irrigation Company's shareholders and (2) for the City to divert water via the Rainbow Lake Ditch to its proposed water treatment plant;

WHEREAS, the Improvements include the construction of a slip line ("the Slip Line") from the pumping facility on Show Low Lake to the Rainbow Lake Ditch, which the City has constructed and its own cost and expense in exchange for a perpetual right to use a portion of the Rainbow Lake Ditch ("the Ditch Easement") to divert water to its water treatment plant;

WHEREAS, the improvements include the replacement of underwater valves ("the Valves") that are in disrepair but are necessary for the diversion of water into the Show Low Lake Pipeline;

WHEREAS, the locations of the Slip Line (and related pumping facility), the Rainbow Lake Ditch, the water treatment facility, the Valves, and the Show Low Lake Pipeline are generally shown on the two maps attached as EXHIBIT A; and

WHEREAS, pursuant to informal meetings between the City and the Irrigation Company, the Parties believe that it is in their respective best interests to complete the Improvements and to share in the costs, responsibilities and rights to the Improvements.

NOW, THEREFORE, in consideration of the above stated premises, the terms of this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Irrigation Company (collectively, "the Parties" or sometimes individually, "Party") agree as follows:

#### AGREEMENT

1. The Slip Line. As of September 3, 2024, the City, at its own cost, expense and discretion, completed the construction of the Slip Line from the pumping facility to the Rainbow Lake Ditch. In consideration for this construction work, the Irrigation Company agrees that:

- a. Irrigation Pumping Costs. The Irrigation Company shall pay for the electrical costs associated with the pump facility when the pumps are operated to divert water stored in Show Low Lake to the Rainbow Lake Ditch for diversion of irrigation water to its shareholders ("the Irrigation Pumping Costs"). The City shall mail an invoice for the Irrigation Pumping Costs to the Irrigation Company on or about the 15th day of each month, and within fourteen (14) days of the date of the invoice, the Irrigation Company shall pay to the City the full Irrigation Pumping Costs. The Irrigation Company understands that the City already has utility service at Show Low Lake and that rather than installing new and separate meters for the pumping facility, agrees that the City will calculate the portion of the City's utility expense that is allocable to the Irrigation Pumping Costs.
- b. Ditch (or Pipeline) Right. The Irrigation Company shall grant the City an unconditional right to use such portion of the Rainbow Lake Ditch/Pipeline as may be necessary to divert Show Low Lake water to the City's water treatment facility. The Irrigation Company understands that when the City operates the pumps at the pumping facility to divert water for treatment at the water treatment facility, the City shall pay the electric costs associated with operating the pumps and shall not allocate the electric expense to the Irrigation Pumping Costs. The City's right to use the Rainbow Lake Ditch/Pipeline shall become effective with the Effective Date of this Agreement, and no further documentation is necessary.
- c. Grant of Easement. The Irrigation Company shall cooperate with the City in adding the City as an easement holder to that portion of the Rainbow

Lake Ditch that the City has the right to use pursuant to this Agreement and, if necessary, shall cooperate with the City in obtaining additional easements or a wider easement associated with the Rainbow Lake Ditch and the turnout to the water treatment facility from the Rainbow Lake Ditch. The City shall, at its own cost and expense, obtain a survey of the easement and shall also, at its own cost and expense, obtain and record any easement agreements required under this Agreement and the Show Low Lake Agreements.

2. Valve Repair and Replacements. There are three Valves submerged in Show Low Lake near the Show Low Lake Dam that are used by the Irrigation Company to release stored irrigation water into Show Low Creek, which eventually connects to the Show Low Lake Pipeline. The City and the Irrigation Company acknowledge that the Valves are old and are in general disrepair, with only one of the three Valves working. The City is willing to pay upfront an estimated One Hundred Sixty-Nine Thousand Six Hundred Eight Five Dollars (\$169,685) to a diving team to replace or repair the Valves ("the Valve Replacement Costs"), provided it is reimbursed approximately half of the Valve Replacement Costs. The Irrigation Company agrees to reimburse the City the sum of Eighty-Four Thousand Eight Hundred Forty-Three Dollars (\$84,843) at a zero percent interest rate over the period of three years, payable in equal annual installments of Twenty-Eight Thousand Two Hundred Eighty-One Dollars (\$28,281). The first payment is due on the Effective Date and shall be due and payable each year thereafter until paid in full.

3. The Show Low Lake Agreements. This Agreement does not amend, modify or terminate the Show Low Lake Agreements, which remain in full force and effect.

4. Representation. Both Parties are sophisticated in water matters, each having decades of practical, legal and administrative experience in all aspects of obtaining, maintaining and delivering water to their customers and shareholders. Due to their respective backgrounds, both the City and the Irrigation Company understand the intent and purpose of this Agreement. Each Party acknowledges that Brown & Brown Law Offices, P.C., has assisted in the drafting of this Agreement and that Brown & Brown Law Offices, P.C. has represented each of the Parties either collectively or individually in connection with this Agreement. The firm has represented both the City and the Irrigation Company for approximately 30 years. By executing this Agreement, each Party consents to such joint representation. Each Party agrees that it has had the opportunity to seek independent legal advice regarding its rights and obligations under this Agreement. The drafting of this Agreement shall not be construed for or against either of the Parties hereto based upon the joint representation by Brown & Brown Law Offices, P.C. With respect to their joint representation by Brown & Brown Law Offices, P.C. in connection with this Agreement and the matters associated with this Agreement, the Parties hereby waive any and all past or current conflicts that they may have with one another. The Parties do not anticipate future conflicts, but if a conflict becomes apparent, the Parties understand that Brown & Brown Law Offices, P.C., will not be able to continue to represent both Parties in connection with the matters described in this Agreement. Should this occur, then Brown & Brown Law Offices, P.C., shall have a choice to either withdraw as counsel to both Parties or to continue to represent one or both Parties on an *ad hoc* basis with respect to this Agreement or with respect to other issues, such as



the Adjudication, proceedings before ADWR, or other matters. Should a future conflict result in Brown & Brown Law Offices, P.C.'s withdrawal from representation of a Party to this Agreement, then the Party no longer represented is responsible securing separate counsel and agrees not to object to Brown & Brown Law Offices, P.C.'s continued representation of the other Party to this Agreement in the Adjudication, proceedings before ADWR, or in any other forum.

5. Assignment. This Agreement shall not be assigned by either Party without the written consent of the other Party, which consent may be withheld for any reason.

6. Authority to Enter Agreement. The Parties hereto represent and warrant that they are duly authorized to enter this Agreement, and that appropriate resolutions and authorities have been obtained. Contemporaneously with the execution of this Agreement, the City and the Irrigation Company shall provide copies of resolutions authorizing their authority to enter this Agreement.

7. Term. The term of this Agreement shall be perpetual pursuant to the written agreement of the Parties. Clauses regarding the Valve Replacement Costs and easements described in this Agreement shall expire at such time as Irrigation Company's share of the Valve Replacement Costs have been paid in full and all requisite easements have been executed and recorded.

8. Governing Law. This Agreement is entered into in Arizona and shall be governed by and interpreted under the laws of the State of Arizona.

9. No "For Profit" Business Relationship or Franchise Created. The Irrigation Company and the City are not engaged in a joint utility or public service business, nor are they engaged in a franchise as described in Article 13, Sections 4 and 5, of the Arizona Constitution.

10. Interpretation. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement. Capitalized terms shall have the meanings defined herein. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereto and shall not be changed or added to except as provided herein.

11. Amendment or Termination of Agreement. This Agreement may be amended or terminated, in whole or in part, only with the mutual written consent of the Irrigation Company and the City.

12. No Third-Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person or party shall have any rights, interest or claims under this Agreement or shall be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

13. Notices. Notices pursuant to this Agreement shall be deemed given upon actual delivery, or certified mail, return-receipt requested, with the United States Postal Service, addressed to the following addresses and such other addresses as the Parties may designate in writing:

City: City of Show Low  
180 North 9th Street  
Show Low, Arizona 85901-5116  
Attention: City Manager

Irrigation Show Low/Pinetop-Woodland Irrigation  
Company: Company, Inc.  
Post Office Box 11  
Show Low, Arizona 85902  
Attention: President

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns as permitted under this Agreement.

15. Time of the Essence. Time is of the essence of this Agreement. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of a breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

16. Recitals and Exhibits. The above Recitals and all attached exhibits or schedules are incorporated herein in this reference.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[CONTINUED ON NEXT PAGE]

This Agreement is dated on the signature dates but is effective on the Effective Date.

THE CITY OF SHOW LOW, an Arizona  
municipal corporation

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

DATE SIGNED:

\_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna Atencio, City Attorney

SHOW LOW/PINETOP-WOODLAND  
IRRIGATION COMPANY, an Arizona non-  
profit corporation

By: \_\_\_\_\_  
Jonathan Ellsworth, President

DATE SIGNED:

\_\_\_\_\_

This Agreement is dated on the signature dates but is effective on the Effective Date.

THE CITY OF SHOW LOW, an Arizona  
municipal corporation

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

DATE SIGNED:

\_\_\_\_\_

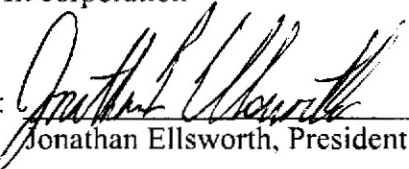
ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna Atencio, City Attorney

SHOW LOW/PINETOP-WOODLAND  
IRRIGATION COMPANY, an Arizona non-  
profit corporation

By:  \_\_\_\_\_  
Jonathan Ellsworth, President

DATE SIGNED:

10-29-201 \_\_\_\_\_

## EXHIBIT A

### Legend for Maps Attached to Cost Sharing Agreement (Show Low Lake)

#### Map titled "Pipeline and Treatment Plant."

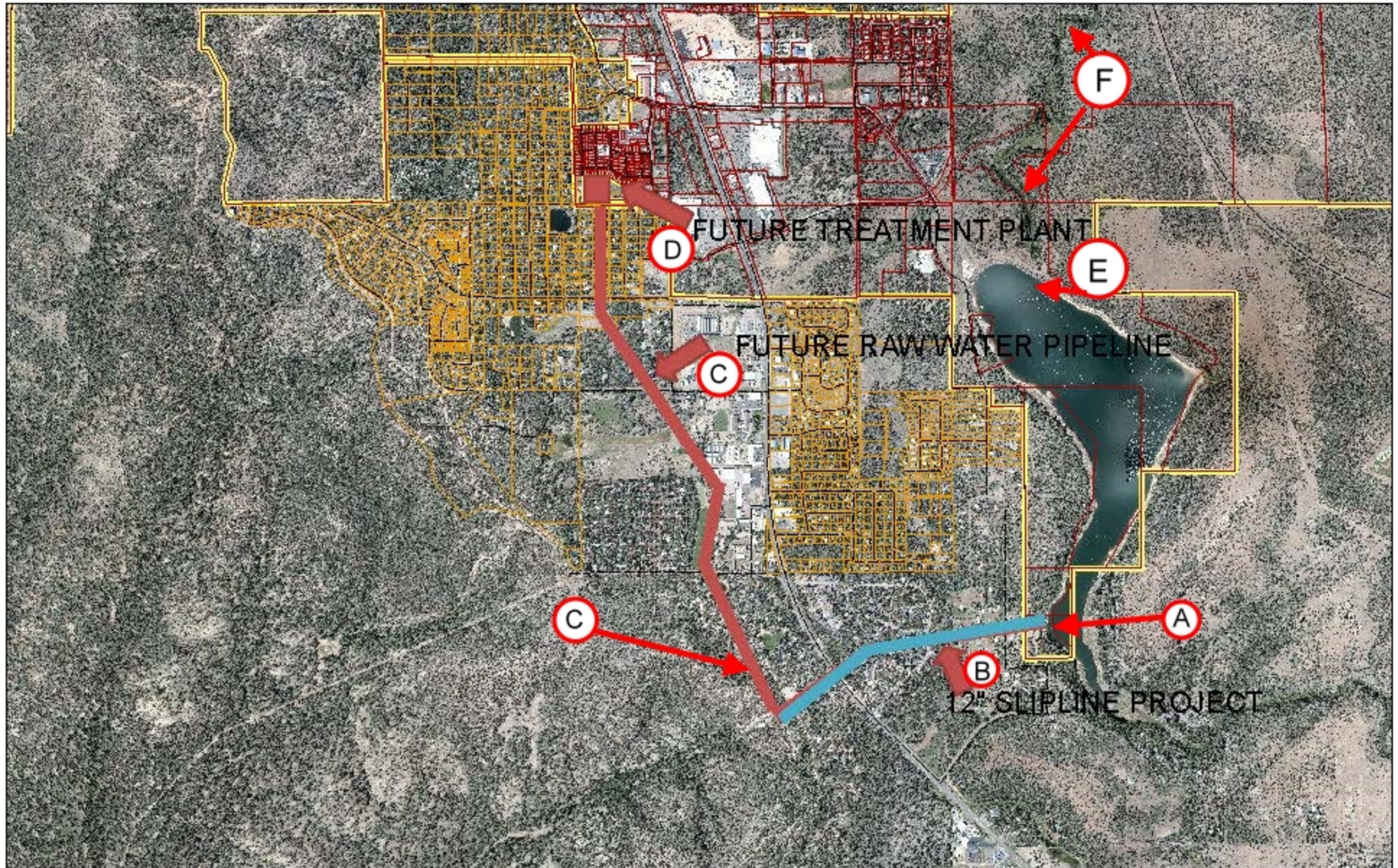
- A. General location of the pumping facility and slip line intake.
- B. The Slip Line.
- C. Rainbow Lake Ditch.
- D. Water Treatment Facility location.
- E. Approximate location of the three valves, located near the Show Low Lake/Jacques Dam.
- F. Approximate location of Show Low Creek and Show Low Lake Pipeline which receive water when the three valves are opened at the dam.

#### Map titled "Existing Pipe Sleeve Location."

Shows in better detail the pumping facility, slip line intake and slip line.

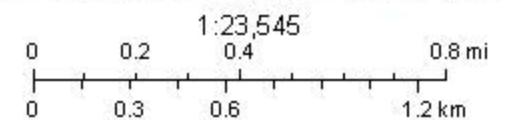


# PIPELINE AND TREATMENT PLANT



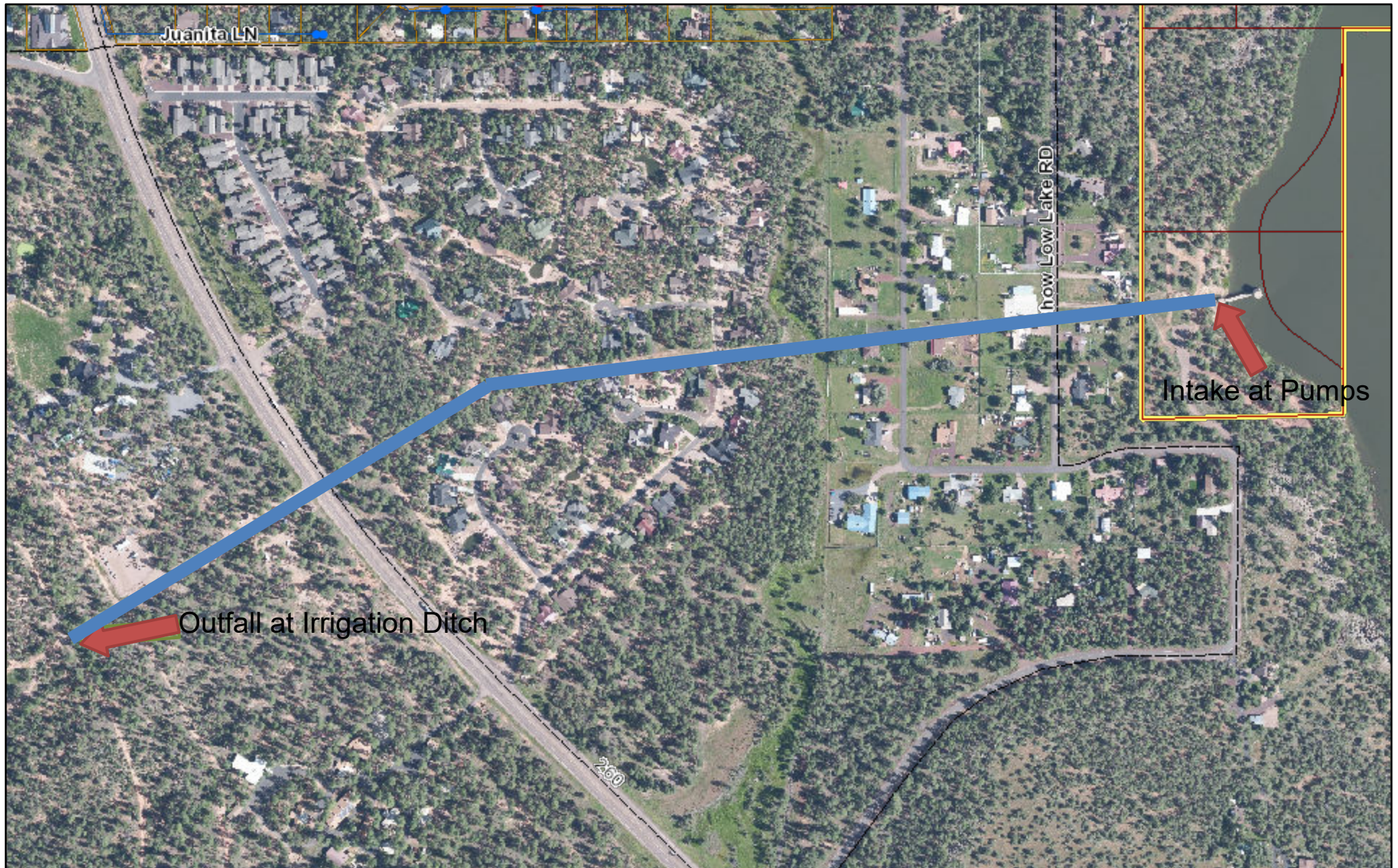
6/19/2024, 3:35:19 PM

Lines

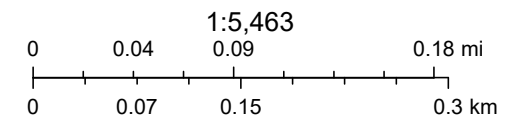
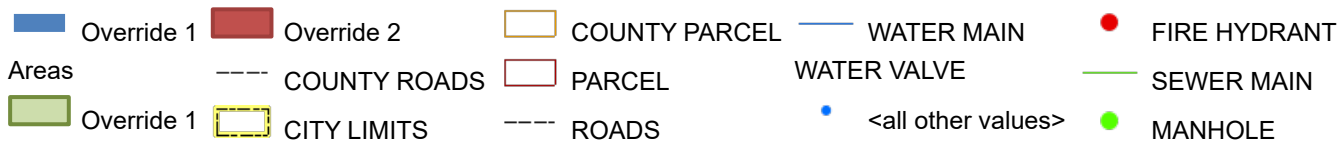




# Existing Pipe Sleeve Location



2/16/2024, 11:23:32 AM





**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration of Award of Contract for Replacement of Show Low Lake Valves, City of Show Low Project No. FM-3325 and Authorization of Associated Budget Transfers (Rick Austin)

**RECOMMENDATION**

I **MOVE** to award the contract for preparation of intake structure and replacement of the valves in the Control Vault at Show Low Lake to Rubicon Applied Divers, Inc. in an amount not to exceed \$166,885.00, and authorize the associated budget transfers.

**BACKGROUND**

The Show Low Dam that was built in 1954 by Phelps Dodge, and the tower Northwest of the spillway has three valves, two 6" and one 18". These valves control the flow to Show Low Creek and over time, these 70-year-old valves have become inoperable due to age and use.

To safely remove and replace these valves, the flow to the tower must be plugged at an inlet structure that is located 160 feet into the Lake. Staff hired Rubicon Applied Diving Services to investigate the inlet because the as-builts that were supplied to the City by Phelps Dodge were hard to read at best. Upon investigation, it was discovered that the as-builts were incorrect, and there were modifications made to the inlet that were not reflected on the plans. Staff has been working with Rubicon and decided the best course of action would be to lower the lake to a level that would allow the divers to reach the inlet faster, so they can apply a blanking plate and bypass valve to stop the flow of water to the tower allowing Rubicon to safely replace the three valves.

Staff recommends the awarding the contract of the Show Low Lake Valves Replacement Project No. FM-3325 to Rubicon Applied Diving Services in the amount of \$166,885.00, and authorizing the associated budget transfers.

**ATTACHMENTS**

1. Service Proposal.Rubicon
2. Investigation Report.Rubicon

**FISCAL IMPACT**

Anticipated cost: \$166,885.00

Funding source (account no.): Show Low Lake (43-760-430-3305-0000)

| Description        | Account              | Approved Budget | Transfer | Amended Budget |
|--------------------|----------------------|-----------------|----------|----------------|
| Water Storage Tank | 43-760-495-7300-1827 | \$250,000       | (76,885) | \$173,115      |

|               |                      |                  |        |                  |
|---------------|----------------------|------------------|--------|------------------|
| Maintenance   |                      |                  |        |                  |
| Show Low Lake | 43-760-430-3305-0000 | \$120,000        | 76,885 | \$196,885        |
| <b>Total</b>  |                      | <b>\$370,000</b> |        | <b>\$370,000</b> |



*"Excellence in a Rugged Environment"*

Rubicon Applied Divers  
7429 Teaswood Drive  
Conroe, TX 77304  
Main: 602-258-1116  
FAX: 480-214-0118

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

Arizona License No. ROC 160416  
California License No. 942354

## RUBICON APPLIED DIVERS

*"Excellence in a Rugged Environment"*



### RAD Quote #24-513

Client: City of Show Low

Contact: Rick Austin

Location: Show Low Lake, AZ

#### CONFIDENTIALITY

This document is the exclusive property of Rubicon Applied Divers, Inc. It has been provided for the purpose for which it has been supplied and is not for general disclosure. The person or entity receiving this document agrees to ensure the information contained herein is only disclosed to those persons or entities having a legitimate right to receive it. The recipient should further note that this document is not to be distributed or disclosed in whole or in part to any third parties without the prior written consent of Rubicon Applied Divers, Inc.



*"Excellence in a Rugged Environment"*

Rubicon Applied Divers  
7429 Teaswood Drive  
Conroe, TX 77304  
Main: 602-258-1116  
FAX: 480-214-0118

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

Arizona License No. ROC 160416  
California License No. 942354

## 1 INTRODUCTION

### 1.1 REGULATIONS –

All services will be performed in accordance with OSHA, as well as all federal, state, and local Regulations & Guidelines.

## 2 GENERAL CRITERIA

|                   |                                            |
|-------------------|--------------------------------------------|
| Client:           | City of Show Low                           |
| Contact:          | Rick Austin raustin@showlowaz.gov          |
| Address:          | 1281 E Thornton Road<br>Show Low, AZ 85901 |
| Phone Number:     | 928-532-4103                               |
| Location:         | Show Low Lake                              |
| Terms:            | Upon Receipt                               |
| Water Depth/Type: | Raw                                        |
| Validity:         | 180 Days                                   |
| Project Date:     | TBD                                        |
| Project Duration: | Approximately (22) 8-hour onsite workday   |

## 3 SCOPE OF WORK

The City of Show Low wishes to receive a proposal for diving services to prepare the intake structure and to replace the valves in the Control Vault.



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Conroe, TX 77304  
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#### 4 COMPENSATION

##### Project Summary Totals:

###### PHASE 1 (duration 5 Days)

Site Mobilization/Demobilization (2) 7,200

Set up and Locate Intake tower  
Remove grating/actuator and stem/debris  
Remove 18" internal stub - and valve if needed  
Displace sediment and organic debris out of intake vault  
Measure conduit/Confirm with Control Vault Dimensions

27,675

###### PHASE 2 (duration 3 days)

Engineer/purchase HP plug  
Engineer/Fabricate blanking plate w/bypass valves

Mobilization  
Locate Intake Tower and Survey  
Enter Intake, install engineered plug/ install engineered blanking plate

18,450

###### PHASE 3 (duration 16 days)

Remove Stem supports x (12)  
Remove Stems (3)  
Remove West 6" valve and blank - these might be 4"  
Remove East 6" valve and blank -these might be 4"  
Remove 18" Stub (wet store stub)  
Remove 18" valve





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|                                         |        |
|-----------------------------------------|--------|
| Install new 18"                         |        |
| Install 18" stub                        |        |
| Install West 6" valve (leave elbow off) |        |
| Install East 6" valve (leave elbow off) |        |
| Install East and West 6" elbows         |        |
| Install stems (3)                       |        |
| Install Stem Supports x (12)            |        |
| Install actuators (3)                   |        |
| Ensure all valves are operational       |        |
|                                         | 71,188 |

|                                  |
|----------------------------------|
| <b>PHASE 4 (duration 2 days)</b> |
|----------------------------------|

|                                               |        |
|-----------------------------------------------|--------|
| Equalize the conduit                          |        |
| Remove plugs/Stop logs                        |        |
| Restore water flow to Show Low Specifications |        |
|                                               | 12,300 |

|                    |
|--------------------|
| <b>Third Party</b> |
|--------------------|

|                                      |        |
|--------------------------------------|--------|
| Crane service 4 days                 | 7,000  |
| Engineering and Fabrication Services | 15,100 |
| Contingency:                         | 15,172 |

**TOTAL LUMP SUM PROJECT: 166,885.00**

**RAD WILL INCLUDE NECESSARY CONTROL VAULT LANDINGS AND LADDER REPAIRS IN OUR QUOTE**

## 5 LIST OF PERTINENT PERSONNEL

The following personnel and equipment would be utilized for this mode of operations.

### 5.1 PERSONNEL

- 1 - Project Manager
- 1- Supervisor
- 3 - Divers/Riggers/Welders



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## 5.2 PERSONNEL OVERTIME RATE (AFTER 8 HOURS ONSITE)

N/A

## 6 EQUIPMENT

- Underwater Video Documentation Equipment
- Shallow Air Package
- Service Truck
- 28' Pontoon Boat or Similar

### Total Day Rate Includes

- Personnel
- Equipment
- All Consumables

## 6.1 MOBILIZATION / DEMOBILIZATION

*Included in above pricing*



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In the event of a conflict between any terms and conditions or other agreement between COMPANY and Rubicon Applied Divers the terms and conditions will control; except as may be specifically agreed to in writing by both parties and signed by authorized representative.

## **7 CONDITIONS OF RATES**

**CONTRACTOR proposal is contingent upon availability of personnel and equipment.**

**7.1.** Open and unfettered access to tank at time of project is the responsibility of Client.

**7.2.** CONTRACTOR'S proposal excludes all unforeseen applicable federal and state charges. If charges are relevant to this job, CONTRACTOR will submit price at Cost Plus 15%.



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## ATTACHMENT 1 – ACKNOWLEDGEMENT OF CONTRACT

Rubicon Applied Divers  
7429 Teaswood Drive  
Conroe, TX 77304  
Phone (602) 258-1116  
Fax (480) 214-0118

Return to the Attention of Steve Moses & Krissy De La Garza  
[smoses@rubiconfab.com](mailto:smoses@rubiconfab.com) [krissy@rubiconfab.com](mailto:krissy@rubiconfab.com)

Date: October 9, 2024

Subject: Proposal Number: 24-513

We hereby acknowledge receipt and confirm our full acceptance of the documents referred to under the subject and hereby fully agree on the contents of it without any reservation whatsoever.

Dated: \_\_\_\_\_

Company: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

PO: \_\_\_\_\_

ACCOUNTS PAYABLE EMAIL: \_\_\_\_\_



# Rubicon Applied Divers

## Data Report

### Show Low Lake

12/7/2023

#### Submitted To:

**City of Show Low**  
1281 E Thornton Road  
Show Low, AZ 85901  
  
Phone: 928-532-4103  
Email: [raustin@showlowaz.gov](mailto:raustin@showlowaz.gov)

#### Submitted By:

**Rubicon Applied Divers**  
7429 Teaswood Dr  
Conroe, TX 77304  
  
Office Phone: 602-258-1116  
Office Fax: 480-214-0118  
Cell Phone: 602-334-6523  
Email: [smoses@rubiconfab.com](mailto:smoses@rubiconfab.com)  
Operations  
Cell Phone: 360-875-1169  
Email: [tara@rubiconfab.com](mailto:tara@rubiconfab.com)



Arizona License No. 160416\*



California License No. 942354\*



# Introduction

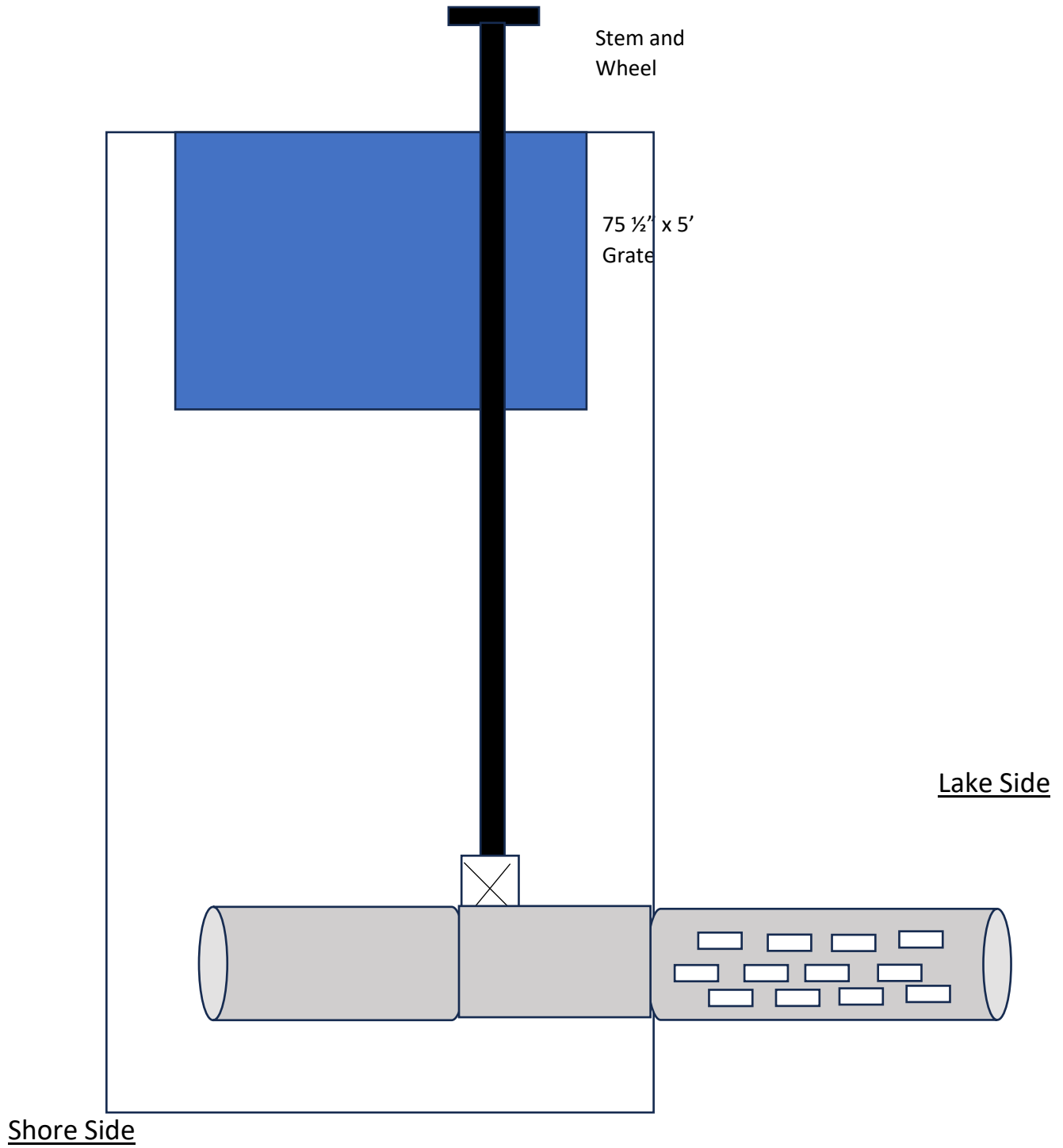
The following is a report on the inspection performed on the intake tower for the Show Low Lake Dam.

## Overview

The City of Show Low contracted Rubicon Applied Divers to perform an investigative dive on the Show Low Lake intake structure. Originally constructed in the 1950s, the information provided by the client was limited. The investigative dives were performed on November 28<sup>th</sup> and December 7<sup>th</sup> of this year. From the control tower, the intake structure is approx. 160' in a general SE direction in approx. 40' of water. Visibility was limited to nonexistent during all dives so all of the measurements are approximations. The structure is approx. 10' x 10' x 20'h, the concrete on the exterior of the structure appeared to be in good condition with no obvious damage or cracks. On the side of the structure facing SE there is a 76" x 18" cylindrical intake screen fabricated by cutting 2" slots in a pipe to allow waterflow and limit debris and marine life. This intake exits the structure approx. 3' from the natural bottom. At the top of the structure, there are four metal grates, one on each side which measure 75 ½" x 5'. The grates slide into guides formed into the concrete; the metal appears to be intact however there is a lot of organic growth on both sides of the grates. On top of the structure there is a 6' x 32" opening and a valve stem which extends through the concrete. The valve stem is intact, although there is a notable amount of corrosion on the stem and wheel. When the diver entered the structure and followed the valve stem down through the vault, the diver noted significant rust nodules and organic growth. The valve was found approx. 5-6' above the bottom of the structure and appears to be supported on a concrete block. The intake pipe enters the structure, is controlled by the valve, then a length of pipe stubs out from the valve and terminates approx. 10" from the wall. At the bottom of the structure, the diver was able to feel an opening on the back wall facing the control tower. This opening is rectangular in shape, flush with the floor, and appears to be the same dimensions of the conduit extending to and through the control tower to the outfall. The interior of the intake structure was noted to be relatively clear of debris and the concrete appears to be in fair condition.

# Diagram

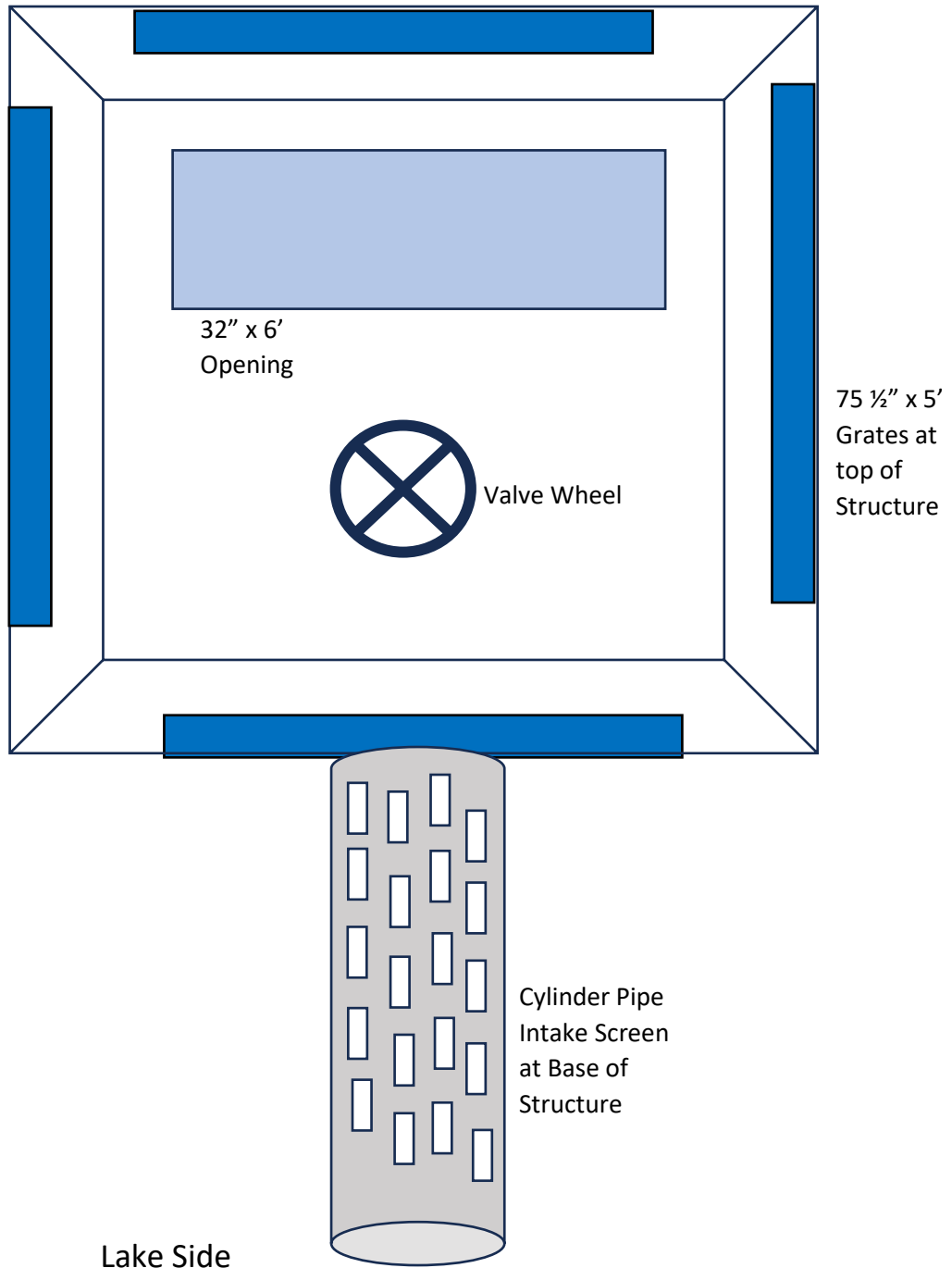
(Not to scale, depicted side view)



# Diagram

(Not to scale, depicted overhead view)

Shore Side



**City of Show Low  
STAFF SUMMARY REPORT**

**AGENDA TITLE:** Consideration Ground Lease Agreement with New Cingular Wireless PCS, LLC (Anna Atencio)

**RECOMMENDATION**

I **MOVE** to approve the Ground Lease Agreement with New Cingular Wireless PCS, LLC, at 551 West Whipple.

**BACKGROUND**

New Cingular Wireless PCS, LLC has requested a ground lease to upgrade and support their FirstNet Service, which provides enhanced cellular service for first responders. New Cingular Wireless has requested to sublease space on the Verizon Tower at 551 West Whipple to install telecommunication equipment. The City does not oppose the sublease.

The premises currently houses two water tanks and the Verizon Tower inside a fence and a Verizon telecommunication facility on the outside of the fence. The sublease between Verizon and New Cingular Wireless will require a ground lease from the City for space for the purpose of installing ground-based telecommunication facilities and collocating telecommunications equipment on Verizon's tower. The ground lease consists of an approximate 20-foot by 30 foot facility outside the fence, next to Verizon's facility and a 10-foot easement within the fence.

The ground lease is for five years, with four successive five-year terms. The rent is \$800.00 a month with a yearly CPI readjustment.

Staff recommends the approval of the Ground Lease Agreement.

**ATTACHMENTS**

1. AT&T and City of Show Low Ground Lease Agreement
2. Map
3. Aerial Map

**FISCAL IMPACT**

N/A

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (referred to herein as “Lease” or “Lease Agreement,” or “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by and between the **City of Show Low**, an Arizona municipal corporation (“**City**” or “**Lessor**”), with an address of 180 N. 9<sup>th</sup> St., Show Low, Arizona 85901, and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, with an address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, Georgia 30319, together with its communications affiliates which may elect to participate in this Lease, (“**Lessee**”). Lessor and Lessee are referred to herein individually as “Party” and collectively as “Parties”.

### RECITALS

**WHEREAS**, Lessor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 551 W. Whipple, Show Low, in the County of Navajo, State of Arizona (collectively, the “**Property**”).

**WHEREAS**, Verizon Wireless (VAW) LLC (or its assign, affiliate and/or manager) (collectively, “**Verizon**”) currently owns and operates a telecommunications facility, including a “Tower,” on a portion of the Property (“**Verizon’s Premises**”) pursuant to that certain Communications Site License Agreement dated July 17, 2007, with the Lessor (“**Verizon’s License**”); and

**WHEREAS**, Lessee wishes to lease ground space owned by Lessor located adjacent to Verizon’s Premises for the purpose of installing ground based telecommunication facilities and collocating telecommunications equipment on Verizon’s Tower and within Verizon’s Premises; and

**WHEREAS**, Lessor has the authority and desire to lease Lessee the ground space Lessee is requesting on the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, conditions, covenants and terms set forth herein and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

**THE PARTIES** agree that the Recitals set forth above shall be deemed to have been incorporated into these covenants and shall become a part of this Agreement between the Parties.

1. **Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property, hereinafter referred to as “**Leased Premises**”, situated in Show Low, Arizona and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference.

2. **Use.** Lessor hereby grants permission to Lessee to lease the area described in Exhibit "A" to occupy the Leased Premises to install, construct, sublease any portion of its transmission equipment and ground space and operate telecommunications equipment, and radio and microwave communications equipment (referred to throughout this Agreement as "**Communications Facility**"). Such equipment shall include, but not be limited to, an equipment building and an emergency gasoline-, propane-, butane-, diesel-, or other fuel powered generator at a location on the Leased Premises suitable for Lessee's needs. The Lessee shall not install strobe aircraft warning lights and shall only use flashing red lights on the Communication Facility. The building will house equipment necessary for Lessee's communication operations. The emergency generator will be used at Lessee's option, but in most cases only in the event of a power failure. For the purposes of this Lease, the transmission equipment and all of Lessee's equipment, building, generator, cables, wires, antennas, switches, microwave dishes, and accessories shall hereinafter collectively be referred to as "Communications Facility."

3. **Term.**

A. **Primary Term.** The Primary Term of this Lease shall be for **five (5) years** and shall commence on **the Effective Date** (the "Commencement Date") and shall terminate at midnight on **the day before the fifth anniversary of the Commencement Date** unless sooner terminated as provided herein.

B. **Extension Terms.** The Parties hereby agree that this Lease may be renewed for an additional four (4) successive five (5) year terms upon written notice from Lessee. Lessee shall provide Lessor written notice of its intent to renew the Lease not less than ninety (90) days prior to the termination date.

4. **Rent.**

A. **Rent Terms.** Lessee agrees to pay Lessor for the Leased Premises, **Eight Hundred Dollars (\$800.00)**, plus all applicable taxes, each month payable in advance on or before the 5<sup>th</sup> of each month during the term of the Lease.

B. **Rent Adjustment.** The rent will be subject to an annual readjustment on July 1st. The readjustment will account for inflation and will be based on a Consumer Price Index (CPI) applicable to the State of Arizona and as determined by the LESSOR.

C. **Prorated Rent.** Rent for any period during the term hereof which is less than one (1) month shall be prorated based on the number of days in the applicable month.

5. **Access and Utilities.** Lessee is hereby given and granted rights-of-way for ingress, egress, and regress to the Leased Premises over, under, upon, and across the Property and any adjoining lands and rights-of-way owned by Lessor to a public right-of-way as may be required for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of Lessee's Communications Facility and other necessary appurtenances and an easement thereon for telephone, fiber, and power lines used in connection with Lessee's Communications Facility



("Access Easement" and "Utility Easement" respectively) subject to the restrictions below. If practicable in Lessee's opinion, such rights-of-way for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and roads that may be established by Lessee hereafter.

There is presently a roadway from the nearest public roadway to the Leased Premises. Lessee has examined said roadway and has deemed it adequate for its purposes. The City shall continue to maintain said access roadway in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessee shall be responsible for any damage caused by Lessee's use of such roadway. City shall be responsible for any damages to the Access Road caused by City.

The Utility Easement shall be for the installation, operation, inspection, maintenance, and repair (whether by Lessee or by Lessee's designated utility service provider ("Utility Companies")) of necessary utilities from the point of connection with the Utility Companies' distribution networks to Lessee's building located on the Leased Premises. The Utility Easement shall be sufficiently wide for providing the applicable utilities to the Leased Premises, but in no event wider than thirty (30) feet.

All wires, cables or the like associated with the Communications Facility on the Leased Premises or easements thereto shall be placed underground to the extent possible.

Lessee, Lessee's employees, agents and contractors shall have access to that portion of the Leased Premises located north and outside the existing City security fence twenty-four (24) hours a day, seven (7) days a week. Access to that portion of the Leased Premises located within the existing City security fence shall require a 24 hour notice to the Public Works Department for non-emergency purposes including initial construction, at a cost of \$30.00 per hour, from 7:00 AM to 4:00 PM, Monday through Friday (standard operating hours). Should Lessee need access to said fenced area before or after standard operating hours, they must contact the Show Low Police Department dispatch, who will page the Public Works Duty Person, at a cost of \$50.00 per hour. There must be a Public Works employee on site at all times Lessee or the Lessee's employees, agents or contractors are within the gated security fenced areas. City grants Lessee and Lessee's agents, employees and contractors, a nonexclusive right and easement for pedestrian and vehicular ingress and egress across the land, as may be generally described in Exhibit A.

6. **Utilities at Lessee's Cost.** Lessee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Lessee on the Leased Premises. If necessary, Lessee shall have an electrical current meter installed at the Leased Premises, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by Lessee.

7. **Holding Over.** Should Lessee, with Lessor's consent, hold possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered, Lessee will become a Lessee on a month-to-month basis upon all the terms,

covenants, and conditions of this Lease except those pertaining to Lease term and, during any such month-to-month tenancy, Lessee shall pay monthly rent in the amount which was paid by Lessee during the immediately preceding Lease month. Lessee will continue occupancy from month-to-month until terminated by Lessor or Lessee by the giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as a consent by Lessor to the occupancy or possession of the Leased Premises by Lessee after the expiration of the Lease term.

8. **Notice.** All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail or reliable overnight courier, and addressed to the respective Parties as follows:

**Lessor:**

City of Show Low  
180 North 9<sup>th</sup> Street  
Show Low, Arizona 85901  
Attn: Morgan Brown  
Title: City Manager  
Phone: (928) 532-4015  
Email: [mbrown@showlowaz.gov](mailto:mbrown@showlowaz.gov)

**Lessee:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: AZL02677A; Name: Deuce of Clubs (AZ)  
Fixed Asset No: 15228884  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, Georgia 30319

**With a copy to:**

City of Show Low  
180 North 9<sup>th</sup> Street  
Show Low, Arizona 85901  
Attn: Anna Atencio  
Title: City Attorney  
Phone: (928) 532-4015

**With a copy to :**

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: AZL02677A; Name: Deuce of Clubs (AZ)  
Fixed Asset #: 15228884  
208 S. Akard Street  
Dallas, TX 75202-4206

Email: [aatencio@showlowaz.gov](mailto:aatencio@showlowaz.gov)      Email: **[NoticeIntake@att.com](mailto:NoticeIntake@att.com)**

The address to which any notice or demand may be given to either Party may be changed by written notice.

9. **Liability and Indemnity.** Lessee agrees to indemnify, defend, and hold harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers and employees, individually and collectively (collectively, “**Lessor Parties**”) from all losses, claims, suits, demands, expenses, attorney’s fees or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) or damages to any property, arising out of the Lessee’s negligent or intentional acts, errors, omissions of the Lessee, its officers, agents and employees, or others with its consent or out of any other acts or omissions of the Lessee, its officers, agents and employees, on the Leased Premises, except to the extent such claims arise from the negligence or willful misconduct of City, or any of the its agents or employees, or its

other tenants, invitees or licensees, or any of the Lessor Parties. This indemnity shall include injuries, death, damage to property, environmental liability, etc. which arises out of Lessee's use of the Leased Premises. The amount and type of insurance coverage requirements set forth in Section 14 (Insurance) shall not be construed as limiting the scope of indemnity in this Section.

10. **Termination.** In addition to any other termination rights provided in this Agreement, this Agreement may be terminated, without any penalty or further liability accruing thereafter, immediately upon written notice or as otherwise provided below, as follows:

- A. By Lessor, if Lessee fails to make any monetary payment due under this Agreement within thirty (30) days after Lessee's receipt of written notice of default from Lessor;
- B. By either Party if the other Party defaults (other than a default described in Section 10 A. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such thirty (30) day period, this Agreement may not be terminated so long as the defaulting Party commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;
- C. By Lessee if any part of Lessee's Equipment or other improvements, fixtures or equipment is damaged and/or destroyed by fire or other casualty, or if all or any part of the Premises is taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Lessee may terminate this Agreement by providing written notice to Lessor, which termination shall be effective as of the date of such damage and/or destruction, or the vesting of title in such taking authority;
- D. By Lessee upon sixty (60) days prior written notice if Lessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, or (ii) changes in system design or system usage patterns, Lessee's use of the Premises and/or Communications Facility (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Lessee's communication system;
- E. By Lessee upon sixty (60) days prior written notice if it is unable to obtain or maintain any license, permit or other permits necessary for the construction and/or operation of its equipment, improvements, business or intended use of the Leased Premises, Access Easement, and/or Utility Easement.

11. **Abandonment.** If at any time during the initial term or any extended term Lessee abandons the Leased Premises then any improvements made by Lessee shall become the property of Lessor. For purposes of this section, abandonment shall mean (i) twelve (12) months after Lessee has removed all its equipment on the Leased Premises; and (ii) Lessor provides Lessee written notice of its claim of abandonment pursuant to Paragraph 8 hereinabove; and (iii) Lessee does not provide a written response to Lessor's notice of abandonment within ninety (90) days following Lessee's receipt of Lessor's notice of abandonment.

12. **Defaults and Remedies.**

- A. Notwithstanding anything in the Lease to the contrary, neither Party shall be in default under this Lease until thirty (30) days after receipt of written notice of a default from the other Party, or such shorter period as may be provided in the Lease (the “cure period”); provided, however, where any such default cannot reasonably be cured within such cure period, the Party alleged to be in default shall not be deemed to be in default under the Lease if said Party commences to cure such default within said cure period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period extend beyond sixty (60) days.
- B. In the event of either Party’s failure to comply with any material provision of this Lease within the applicable notice and cure period, the other Party may, at its option, cure the default of the other Party at the expense of the defaulting Party, without affecting its right to demand, sue for, and collect all of its damages arising out of the other Party’s default, or terminate this Lease without affecting its right to sue for any other damages to which it may be entitled. The failure by either Party to make timely payment of all fees or amounts due and payable in connection with the use of the Leased Premises that would adversely affect Lessee’s use of Leased Premises shall be deemed to be a material breach of this Lease, and shall entitle the other Party to terminate this Lease unless such amounts are paid within thirty (30) days after receipt of written notice of nonpayment. The prevailing Party in any dispute arising under or related to this Lease shall be entitled to recover its reasonable attorneys’ fees, costs and expert witness’ fees.
- C. The rights and remedies stated in this Lease are not exclusive; and the Parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law, or by equity.
- D. No course of dealing between the Parties or any delay on the part of a Party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as a waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- E. In the event either Party shall be rendered unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed by such Party under this Lease, such covenant, agreement, obligation or undertaking, insofar as the same shall be affected by such force majeure, shall be suspended during the continuance of any liability so caused, and such default shall be remedied with all reasonable dispatch. The term “force majeure” as employed in this section shall include acts of God, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, weather, accidents, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities, or other causes whether or not of the same kind as specifically enumerated, not within the control of the

Party claiming suspension and which by the exercise of due diligence or the payment of money such Party is unable to overcome.

- F. If it is determined that Lessee is in default of this Lease beyond all applicable cure periods, then in lieu of terminating this Lease Lessor may require Lessee pre-pay rent for the remainder of the 5-year initial or renewal term of this Lease in effect at time of default, which shall be paid in full within sixty (60) days after Lessee's receipt from Lessor of a demand for said sum.

13. **Taxes.** Lessee shall pay annually an amount equal to any increase in real estate taxes that are directly attributable to any improvement to the Leased Premises made by Lessee, and Lessor shall pay annually when due all other real estate taxes and assessments attributable to the Leased Premises. If Lessee's share of such tax is paid by Lessor, Lessee shall reimburse Lessor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Lessee's pro-rata share. Upon written request by Lessee, Lessor shall furnish evidence of payment of assessments and Lessor's share of all taxes.

14. **Insurance.** Insurance Requirements. The LESSEE shall carry and maintain continuously in effect at all times during the term of this Agreement, at LESSEE's sole expense, insurance of the type and in the amount as set forth below. Insurance must cover all aspects of LESSEE's operations and reflect any deviations from, changes to, or additions of activities, services, or operations. Insurance provisions must be renewed annually. Prior to entering, occupying, or using the Leased Premises in any way thereafter, and in any event not later than 30 days after the date of this Agreement, and at all times thereafter, LESSEE shall maintain and cause to be in effect, the following types of insurance:

- i) Commercial General Liability Insurance in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate protecting LESSOR against liability arising by reason of LESSEE's conduct incident to the use of the Leased Premises.
- ii) Property Insurance against loss or damage in the amount of not less than 100% of replacement value. Lessee may self-insure this coverage.
- iii) Motor Vehicle Insurance covering all motor vehicles that will be driven on the subject areas during the course of LESSEE's operations in the amount of \$1,000,000 per accident.

All policies shall include LESSOR as additional insured by endorsement as their respective interests may appear. LESSEE shall cause coverage for additional insureds to be incorporated into each insurance policy by endorsement. All policies shall contain a waiver of subrogation rights endorsements with respect to LESSOR. Lessee self-insures its property coverage and will include Lessor as joint loss payee in satisfaction of the waiver of subrogation requirement. All policies shall be primary and non-contributory. LESSEE or LESSEE's insurer shall provide LESSOR with 30 days prior written notice of cancellation or non-renewal of required coverage that is not replaced. LESSEE shall evidence all insurance by furnishing to LESSOR certificates of insurance and required endorsements within 30 days of the date of this Agreement and annually thereafter.

Certificates must evidence each requirement of this Agreement applicable to the policy. All certificates are in addition to the actual policies and endorsements required. LESSEE shall provide updated certificates at LESSOR's request. Failure to provide copies of certificates of insurance to LESSOR in no way absolves LESSEE from the responsibility of complying with the insurance requirements of this Agreement. Failure to maintain the insurance as stated in this Section shall constitute default of this Agreement.

All Sublessees shall maintain, at Sublessee's sole expense, policies of commercial general liability and property damage insurance with respect to the use, operation or condition of the Leased Premises, and the operations of Sublessee in, on or about the Leased Premises, providing bodily injury and broad form property damage coverage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate protecting LESSOR against any and all liability arising by reason of LESSEE's conduct incident to the use of the Leased Premises.

The required insurance coverage and limits will be determined by the LESSOR's liability carriers and shall be subject to review and adjustment at two (2) year intervals, at the sole discretion of the LESSOR with the first adjustment date to be two (2) years following the commencement date of this Agreement. Lessor must provide Lessee with 60 days advanced written notice of a required change in insurance requirements.

15. **Tests.** Lessee is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises is suitable for Lessee's use as intended by this Lease.

16. **Fixtures.** Lessor covenants and agrees that no part of the improvements constructed, erected, or placed, including but not limited to, the equipment, storage cabinets or buildings, or fencing by Lessee on the Leased Premises or other real property owned by Lessor shall be or become, or be considered as being, affixed to or a part of Lessor's real property; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Lessor to covenant and agree hereby that all personal property and improvements of every kind and nature constructed, erected, or placed by Lessee on the Leased Premises, or other real property owned by Lessor, shall be and remain the property of the Lessee despite any default or termination of this Lease.

17. **Assignment and Subletting by Lessee.** Lessee may, upon Lessor's express written consent, which consent shall not be unreasonably withheld, or delayed, assign or sublet any or all of Lessee's interest in this Lease, any part thereof, the leaseholder's interest of Lessee created hereby, and/or any or all of Lessee's right, title, and interest in and to any or all of the Leased Premises; provided that each such assignment or sublease is expressly made subject to the provisions of this Lease. Notwithstanding the above, the Parties agree that any additional tenant on the Communications Facility shall be a sublessee of Lessee. Although a subsequent sublessee of Lessee may occupy Lessee's equipment or Communication Facility, a Lessee sublessee shall not occupy Lessee's Leased Premises, unless Lessee's existing ground space will accommodate such sublessee's equipment. In the event Lessee's existing ground space cannot adequately



accommodate a sublessee's equipment any potential sublessee shall deal directly with Lessor in that respect but will continue to be a sublessee to Lessee in regard to space on Lessee's equipment.

Lessor hereby consents to Verizon's sublease or license to Lessee of space within Verizon's Premises and on its Tower. This consent meets the Lessor's consent requirements set forth in Section 13 of the Verizon License.

18. **Right of First Refusal.** If Lessor elects, during the Term (i) to sell or otherwise transfer all or any portion of its interest in the Leased Premises or its interest in this Lease or its interest in the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property leased by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell or grant the easement or interest in the Property or portion thereof to such third party in accordance with the terms and conditions of such third party offer.

19. **Rights Upon Sale.** Should Lessor, at any time during the Term decide to sell or transfer all or any part of Lessor's right to the Property to a purchaser or transferee other than Lessee, then (i) this Agreement shall remain in full force and effect and such sale or transfer shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder under the terms of this Agreement, and (ii) Lessee shall have the right to look to Lessor and the purchaser or transferee for the full performance of this Agreement.

20. **Permits.** Lessor acknowledges that following the execution of this Lease, Lessee will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "**Permits**") necessary for the construction, operation, and maintenance of the Communications Facility. Lessor agrees to fully cooperate with Lessee in obtaining the Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the Permits.

21. **Consent.** Whenever under the Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

22. **Debt Security.** Lessee may, without Lessor's consent, pledge, mortgage, convey by deed of trust, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing any bona fide indebtedness or evidence thereof any or all of Lessee's interest in this Lease, any part thereof, the leaseholder's interest of Lessee created hereby, and any and all of Lessee's right, title, and interest in and to any and all of the

Communications Facility. Promptly on Lessee's or Lessee's lenders request, Lessor shall execute and deliver, and shall assist in facilitating the execution and delivery of all documents requested by any of Lessee's lenders including but not limited to waivers of Lessor's right to levy or distrain upon for rent any of Lessee's property given as security for a debt, consents that none of the Communications Facility shall become fixtures, consents as to the procedure for Lessee's lenders sale of the Communications Facility, consents to giving of notice to Lessee's lenders in the event of Lessee's default under the provisions of the Lease, consents to Lessee's assignment of the Communications Facility, and subordinations of Lessor's and Lessor's lenders' interests to that of Lessee's lenders. Lessor hereby covenants, represents, and warrants for Lessee's reliance thereon that all persons and entities who, at the time of Lessee's execution of this Lease and/or thereafter, hold a security interest in any and all of this Lease, the Leased Premises, any portion thereof, and improvements and personal property thereon securing any indebtedness of Lessor, Lessor's predecessors or successors in interest promptly on Lessee's or Lessee's lenders' request shall execute and deliver to Lessee's lenders documentation evidencing Lessor's agreement to subordination of Lessor's interest therein to the present and future interest of Lessee's lenders. Failure of Lessor and all other persons and entities to execute and deliver to Lessee's lenders all documents requested by said lenders shall entitle Lessee to terminate this Lease immediately without any further obligation to Lessor.

23. **Hazardous Substances.** Lessor represents and warrants that it has not made any use of the Leased Premises that has resulted in any environmental contamination or violation of any local, state or federal environmental laws or regulations and Lessor represents and warrants that it will not make any use of the Property that will result in any such environmental contamination or violation of any local, state or federal environmental laws or regulations.

Lessee will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to Lessee's activities on the Leased Premises.

Lessee shall hold Lessor harmless and indemnify Lessor from and assume all duties, responsibility and liability at Lessee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding including, but not limited to, providing an attorney, paying all reasonable attorneys' fees, costs and expenses, paying any and all settlement payments or judgments or awards which is in any way related to: (i) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect from conditions caused by Lessee's activities on the Property; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the

condition of the Property or activities conducted thereon, unless such environmental conditions are specifically caused by Lessee's activities.

Notwithstanding the foregoing, Lessor acknowledges that Lessee is permitted to and will use at the Leased Premises those Hazardous Substances customary to the operation of the Communications Facility, and that Lessee shall be solely liable for the proper use, storage, and removal of those Hazardous Substances used by Lessee in the operation of the Communications Facility at the Leased Premises. Lessee shall comply with all federal, state and local requirements, rules, regulations and laws, including all environment laws.

For purposes of this Section, "Hazardous Substance" means:

- A. Hazardous substances, hazardous materials, toxic substances, or solid waste (as defined or classified now or hereafter by local, state and/or federal law, statute, ordinance or regulation, the foregoing being referred to collectively herein as ("Environmental Law");
- B. Flammable explosives, radioactive materials, petroleum, asbestos, or polychlorinated biphenyls; and,
- C. Waste, refuse, substance, element, compound or mixture, including disease-causing agents, which after release into the environment cause contamination, and which will or may reasonably be anticipated to cause any organism, either directly or indirectly through the feed chain, death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions including malfunctions in reproduction or physical deformations in such organisms or their offspring, including but not limited to crude oil or any fraction thereof, natural gas, liquefied natural gas or synthetic gas.
- D. The provisions of this Paragraph shall survive termination of this Lease.

24. **Initial Dispute Resolution.** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions between each other or the Parties' representatives, who shall have the authority to settle the dispute. If the Parties' representatives are not able to promptly settle the dispute the Parties shall submit the dispute to mediation.

25. **Mediation.** If the dispute cannot be settled pursuant to the provisions of Paragraph 24 of this Lease, the Parties shall endeavor to settle the dispute by mediation. Once one Party files a request for mediation with the other Party the Parties agree to conclude such mediation within sixty (60) days of filing of the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person to the mediator. Any mediation shall take place under the laws governing mediation in the State of Arizona.

26. **Cost of Dispute Resolution.** The prevailing Party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a binding dispute resolution procedure shall be

entitled to recover from the other Party reasonable attorneys' fees, costs and expenses incurred by the prevailing Party in connection with such dispute resolution process.

27. **Fences**. During the Lease Term, and in exercising the rights, powers, privileges, and immunities provided hereunder, Lessee shall fence in only that portion of the Leased Premises as is reasonably needed for Lessee's improvements and for the proper and efficient operation and protection of Lessee's Communications Facility. In most cases Lessee will only fence reasonable areas around Lessee's building, and equipment. Lessor shall not prohibit Lessee's access to the Leased Premises, or be entitled to use such portion so fenced, for any purposes. However, Lessor shall have the privilege of using that portion of the surface of the Leased Premises not enclosed by fence so long as Lessor does not interfere with Lessee's operations. Lessor further agrees to indemnify and save Lessee harmless from all claims arising or alleged to arise from any act or omission of Lessor or Lessor's agents, employees, or contractors, or other tenants of Lessor within such portion of the Leased Premises not fenced in, and this indemnity shall survive the termination of this Lease.

28. **Condemnation of Leased Premises**. In the event that any government, public body, or other condemning authority shall take, or if Lessor shall transfer in lieu of such taking, all or such part of the Leased Premises thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by this Lease, Lessee shall have the right to terminate this Lease effective as of the date of the taking by the condemning Party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises is taken, and Lessee does not elect to terminate this Lease under this provision, then rental payments provided under this Lease shall continue.

29. **Entire Agreement and Binding Effect**. This Lease and attached exhibits, as signed by the Parties hereto, constitute the entire agreement between Lessor and Lessee; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the Parties hereto. Any strikeouts and/or hand written changes to this Lease shall be void and have no effect. Section captions herein are for convenience only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Lessor and Lessee.

30. **Choice of Law**. The Parties expressly acknowledge and agree this Lease shall be construed and enforced in accordance with the laws of the State of Arizona. Further, the Parties agree that any suit filed to enforce or interpret this Agreement shall be filed solely with the appropriate court in Navajo County, Arizona.

31. **Waiver**. The failure of either Party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

32. **Knowing Consent and Authority to Consent.** The Parties knowingly and expressly consent to all of the terms and conditions set forth in this Agreement. Each signatory is authorized to enter into the Lease on behalf of its respective Party.

33. **Jointly Drafted.** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be constructed neither against nor in favor of either Party but shall be constructed in a neutral manner.

34. **Relationship of the Parties.** Nothing in this Lease shall be deemed to constitute a partnership or joint venture between the Parties, nor shall either Party be deemed the agent of the other. This Lease shall not be construed to create rights, expressed or implied, on behalf of, or for the use of, any parties, aside from the City of Show Low and New Cingular Wireless PCS, LLC, and neither Party shall be obligated, separately or jointly, to any third parties or any third party beneficiaries by virtue of this Lease.

35. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

36. **Other Conditions.**

- A. Lessor and Lessee shall cooperate fully in maintaining in full force and effect during the term of this Lease and any extension thereof all Permits necessary to carry out the intent of this Lease.
- B. Whenever under the Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.
- C. Lessor covenants that the Lessee shall upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease or as it may be extended without hindrance, ejection or molestation by the Lessor, any person or persons claiming under the Lessor or any other tenant of the Lessor, subject to Lessor's right of access to the Leased Premises provided for in Section 27, or as otherwise specifically provided in this Agreement.
- D. This Lease shall supersede any prior agreements between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the Effective Date above written.

**LESSOR:**

**City of Show Low,**  
an Arizona municipal corporation

By:

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Name:

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Title:

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**LESSEE:**

**New Cingular Wireless PCS, LLC,**  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:

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Name:

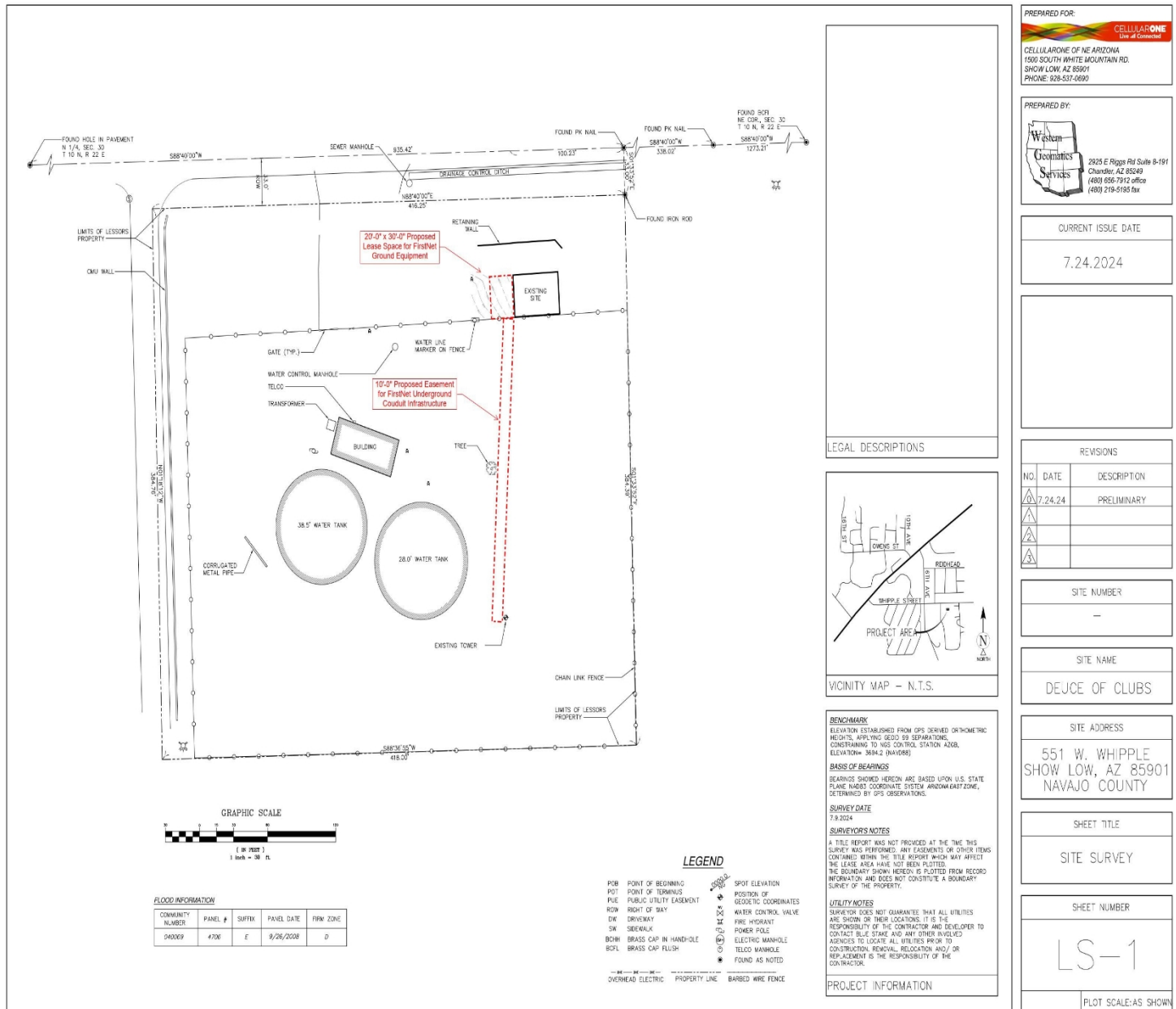
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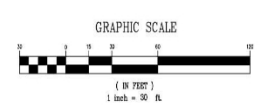
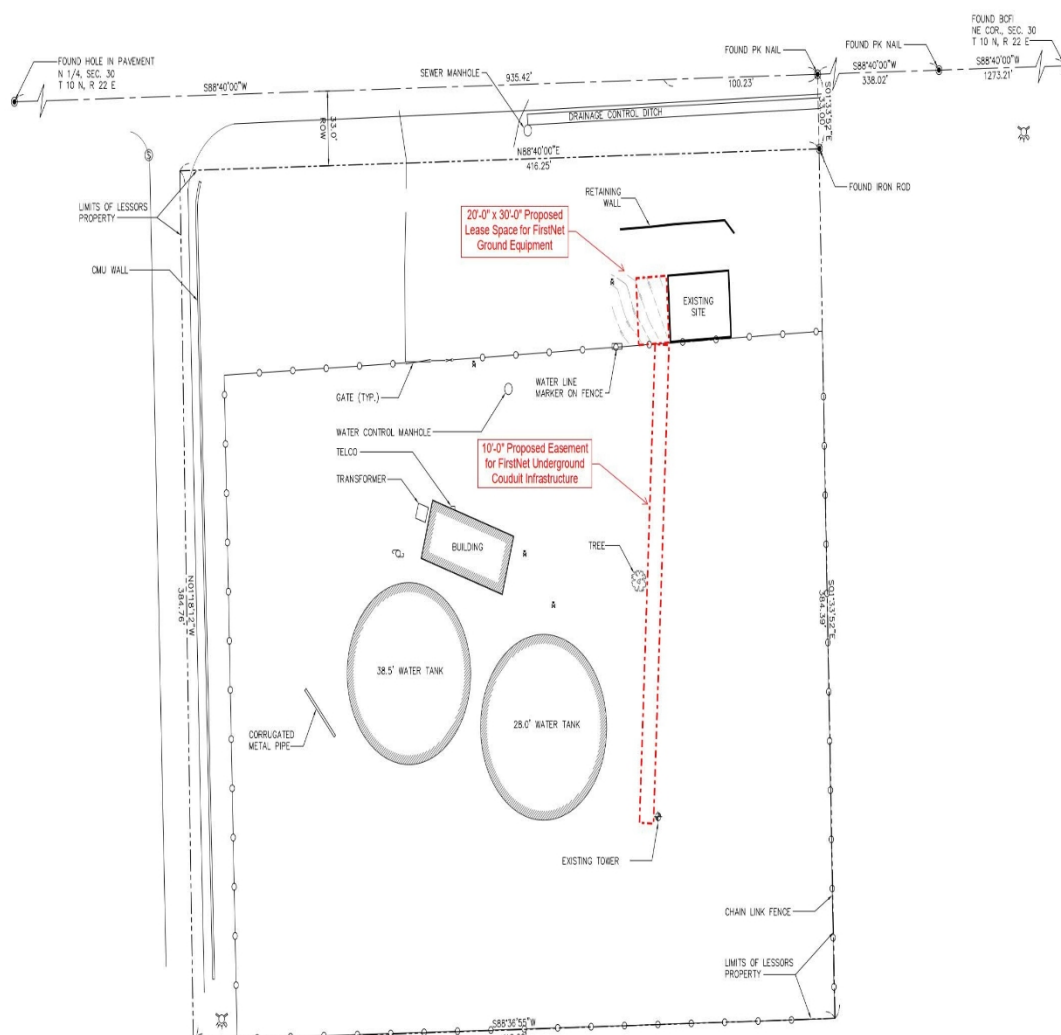
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## Leased Premises





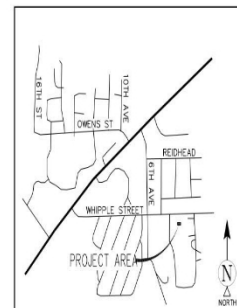
**FLOOD INFORMATION**

| COMMUNITY NUMBER | PANEL # | SUFFIX | PANEL DATE | FIRM ZONE |
|------------------|---------|--------|------------|-----------|
| 04069            | 4708    | E      | 9/26/2008  | D         |

**LEGEND**

- POB POINT OF BEGINNING
- POT POINT OF TERMINUS
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- DW DRIVEWAY
- SW SIDEWALK
- BOH BRASS CAP IN HANDHOLE
- BOF BRASS CAP FLUSH
- SPOT ELEVATION
- POSITION OF GEODETIC COORDINATES
- WATER CONTROL VALVE
- FIRE HYDRANT
- POWER POLE
- ELECTRIC MANHOLE
- TELCO MANHOLE
- FOUND AS NOTED
- OVERHEAD ELECTRIC
- PROPERTY LINE
- BARBED WIRE FENCE

**LEGAL DESCRIPTIONS**



**BENCHMARK**  
ELEVATION ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 99 SEPARATIONS, CONSTRAINING TO NGS CONTROL STATION AZ08, ELEVATION= 3694.2 (NAVD83)

**BASIS OF BEARINGS**  
BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA EAST ZONE, DETERMINED BY GPS OBSERVATIONS.

**SURVEY DATE**  
7.9.2024

**SURVEYOR'S NOTES**  
A TITLE REPORT WAS NOT PROVIDED AT THE TIME THIS SURVEY WAS PERFORMED. ANY EASEMENTS OR OTHER ITEMS CONTAINED WITHIN THE TITLE REPORT WHICH MAY AFFECT THE LEASE AREA HAVE NOT BEEN PLOTTED. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

**UTILITY NOTES**  
SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

**PROJECT INFORMATION**

PREPARED FOR:  
**CELLULARONE**  
Live it Connected  
CELLULARONE OF NE ARIZONA  
1500 SOUTH WHITE MOUNTAIN RD.  
SHOW LOW, AZ 85901  
PHONE: 928-537-0690

PREPARED BY:  
**Western Geomatics Services**  
2925 E Riggs Rd Suite 8-191  
Chandler, AZ 85249  
(480) 656-7912 office  
(480) 219-9195 fax

CURRENT ISSUE DATE  
7.24.2024

**REVISIONS**

| NO. | DATE    | DESCRIPTION |
|-----|---------|-------------|
| 1   | 7.24.24 | PRELIMINARY |

**SITE NUMBER**  
—

**SITE NAME**  
DEUCE OF CLUBS

**SITE ADDRESS**  
551 W. WHIPPLE  
SHOW LOW, AZ 85901  
NAVAJO COUNTY

**SHEET TITLE**  
SITE SURVEY

**SHEET NUMBER**  
LS-1

**PLOT SCALE:** AS SHOWN





W REIDHEAD

W STOCK

W STRATTON

SUBJECT PROPERTY

W WHIPPLE

W WHITE

W LAXTON

W SIERRA PINES DR

W CREEKWOOD LN

