

SHOW LOW CITY COUNCIL
REGULAR MEETING - TUESDAY, FEBRUARY 4, 2025

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, February 4, 2025, at 7:00 PM in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

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

5. **CALL TO THE PUBLIC:**

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

6. **SPECIAL EVENTS:**

- A. Public Safety Awards and Recognition Presentation
- B. Presentation of Midyear Financial Report for Fiscal Year Ending June 30, 2025

7. **CONSENT CALENDAR:**

- A. Consideration of Resolution No. R2025-05 Approving an Intergovernmental Agreement with Navajo County for Election Services (Rachael Hall)
- B. Consideration of Minutes of Show Low City Council meetings:
 1. Study Session Meeting of January 21, 2025
 2. Budget Study Session Meeting of January 21, 2025
 3. Regular Meeting of January 21, 2025

8. **NEW BUSINESS:**

- A. Consideration of Resolution No. R2025-06 Approving Inspection Services Agreement with Arizona Department of Housing and Navajo County (Justen

Tregaskes)

- B. Consideration of Resolution No. R2025-07 Abandonment of Easement for Assessor Parcel Number 210-14-050A (Justen Tregaskes)
- C. Consideration of Ordinance No. 2025-01 Authorizing Purchase of Real Property Known as Assessor Parcel Number 210-02-013E from A. Kathryn Tschilar and approval of associated budget transfers (Anna Atencio, Morgan Brown)

9. **SUMMARY OF CURRENT EVENTS:**

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

10. **EXECUTIVE SESSION:**

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

(1) A.P. No. 210-13-060D.

11. **POST EXECUTIVE SESSION:**

- A. Consideration of any item on the Executive Session portion of this agenda which the Council may wish to take action upon in Open Session.
 - 1. Consideration of Approval of the Minutes of the Executive Session of the Show Low City Council held on November 19, 2024 and January 21, 2025.

12. **SCHEDULE OF MEETINGS:**

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

13. **ADJOURNMENT:**

SCHEDULED MEETINGS/EVENTS:

DATE	TIME	EVENT NAME
02/04/2025	7:00 PM	CITY COUNCIL - REGULAR MEETING
02/11/2025	7:00 PM	P&Z COMMISSION - REGULAR MEETING
02/18/2025	7:00 PM	CITY COUNCIL - REGULAR MEETING
02/25/2025	7:00 PM	P&Z COMMISSION - REGULAR MEETING

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

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

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

Rachael Hall, City Clerk

I, Rachael Hall, do hereby certify that the foregoing notice was posted on January 31, 2025.

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2025-05 Approving an Intergovernmental Agreement with Navajo County for Election Services (Rachael Hall)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2025-05 approving and authorizing an Intergovernmental Agreement with Navajo County for Election Services

BACKGROUND

On December 5, 2005, the City entered into an intergovernmental agreement (IGA) with Navajo County for election services. Navajo County contacted staff and would like to proceed with a new and updated IGA for election services, which will expire January 2029. This IGA will allow the City to continue to utilize the County's resources and administrative support in the conduct of City elections, ensuring compliance with state and federal election laws.

Navajo County has a longstanding history of providing election services to municipalities within the county, including voter registration, ballot processing, and election-related services. The City of Show Low has previously partnered with Navajo County for these services and seeks to continue this collaboration to ensure efficient, accurate, and timely elections.

Staff recommends adopting Resolution No. R2025-05 approving and authorizing an IGA with Navajo County for election services.

ATTACHMENTS

1. Resolution No. R2025-05
2. IGA with Navajo County for Election Services

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2025-05

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SHOW LOW, ARIZONA, APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH NAVAJO COUNTY FOR ELECTION SERVICES**

RECITALS:

WHEREAS, the City of Show Low, Arizona (the "City"), desires to ensure the efficient and legal conduct of its municipal elections; and

WHEREAS, Navajo County provides comprehensive election services to municipalities within its jurisdiction, including voter registration, ballot preparation, election day operations, and election results tabulation; and

WHEREAS, the City of Show Low has previously partnered with Navajo County for election services and seeks to continue this collaboration for the upcoming election cycles; and

WHEREAS, an Intergovernmental Agreement with Navajo County will provide necessary election services in compliance with state and federal election laws, while also reducing the burden and cost to the City by utilizing the County's established election infrastructure and expertise; and

WHEREAS, the City of Show Low City Council deems it in the best interest of the City to enter into such an agreement with Navajo County to ensure the efficient and fair process for City elections.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, approve the Intergovernmental Agreement between the City of Show Low and the Navajo County.

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

PASSED AND ADOPTED this 4th day of February, 2025, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney



INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE COUNTY OF NAVAJO,

AND THE

CITY OF SHOW LOW

FOR THE PROVISION OF ELECTION SERVICES

THIS AGREEMENT is entered into _____, 2025, between the COUNTY OF NAVAJO (the "COUNTY"), acting by and through its duly elected governing body, the NAVAJO COUNTY BOARD OF SUPERVISORS (the "BOS"), and the _____, acting and through its duly elected governing body.

I. RECITALS

1. The **COUNTY** owns and operates voting and ballot tabulating equipment and employs certified Election Officials.
2. The **CITY OF SHOW LOW** seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes §16-205(C), the **CITY OF SHOW LOW** and **COUNTY** wish to enter into this Agreement.
3. The **RECORDER** is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the **CITY OF SHOW LOW** requests the use of the County registration rolls to conduct an election, and, by signature below, has resolved to enter into this Agreement.
4. The **CITY OF SHOW LOW** is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the **CITY OF SHOW LOW** requests the use of the County Recorder registration rolls to conduct an elections, and has, by proper **CITY OF SHOW LOW** board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the **CITY OF SHOW LOW**.
5. The **COUNTY** is empowered by Arizona Revised Statutes §11-251 and §11-952 to enter into this Agreement and has by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the **COUNTY**.
6. The **CITY OF SHOW LOW** is empowered to enter into this Agreement, and has, by proper board action, authorized the undersigned to execute the Agreement on behalf of the **CITY OF SHOW LOW**.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The **COUNTY** will:

- a. Make available to the **CITY OF SHOW LOW** support services, materials and supplies, including but not limited to: ballots, voting equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the election as prescribed by law.
- b. Provide to the **CITY OF SHOW LOW** a list of polling locations and a list of poll workers for approval by the **CITY OF SHOW LOW** board.
- c. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
- d. Perform tabulation, prepare unofficial election results and transmit to the **CITY OF SHOW LOW**, or designee.
- e. Provide Election Department personnel necessary to effectively administer an election.
- f. At all times comply with the laws and regulations regarding the conduct of elections.
- g. Upon completion of the election, present to the **CITY OF SHOW LOW** a detailed, itemized statement of charges incurred as a result of the election.

2. The **RECORDER** will

- a. Ensure that the **COUNTY** registration rolls necessary for the **CITY OF SHOW LOW** to conduct an election be provided to the **CITY OF SHOW LOW** at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting or, with further supplementation as necessary, to conduct an all-mail ballot election, in the event such an election is authorized by the **CITY OF SHOW LOW**.
- b. Ensure that an electronic data compilation, such as a computer tape, of the registration rolls be provided to the **CITY OF SHOW LOW** within ten (10) days of a request by the **CITY OF SHOW LOW**, for use by the **CITY OF SHOW LOW** to prepare mailing labels or for such other election purposes as the **CITY OF SHOW LOW** may require.
- c. Handle all early balloting for the **CITY OF SHOW LOW**, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
- d. Ensure that the charges for reimbursement of expenses by the **CITY OF SHOW LOW** is no more than the actual cost incurred in preparing the necessary list, electronic data compilations or early voting supplies and services. Actual additional costs will include, but are not limited to: supplies, staff and personnel time as well as any machine time or other electronic data process time.

- e. Provide **CITY OF SHOW LOW** personnel necessary to effectively administer early voting and other related services.
 - f. Assist the **CITY OF SHOW LOW** in providing necessary modification of precinct data as it relates to **CITY OF SHOW LOW** -only elections or following a **CITY OF SHOW LOW** annexation.
3. The **CITY OF SHOW LOW** will:
- a. Create, translate, print and mail all publicity pamphlets.
 - b. Publish all legal notices in connection with a **CITY OF SHOW LOW** election with the exception of the logic and accuracy testing notification(s) as described in section 1(c) of this Agreement.
 - c. At all times comply with the laws and regulations regarding the conduct of elections.
 - d. Provide the County Elections Office with the names of any Write-in Candidates as prescribed by law.
 - e. Reimburse the **COUNTY** for all charges for election materials, supplies, equipment and personnel required in direct support of the **CITY OF SHOW LOW** election and clearly outlined in the detailed, itemized statement of charges within sixty (60) days of submittal to the **CITY OF SHOW LOW** of the reimbursement request by the **COUNTY**. The **CITY OF SHOW LOW** shall establish and maintain a budget covering the payment of all such charges.
 - f. Reimburse the **RECORDER** for the actual additional costs incurred by the **RECORDER** in the preparation of any lists, electronic data compilations or early voting supplies and services under this agreement within sixty (60) days of submittal to the **CITY OF SHOW LOW** of a reimbursement request by the **RECORDER**.

III. DURATION OF AGREEMENT

1. This Agreement is for a term of four (4) years effective **January 1, 2025**, and terminating on **January 1, 2029** and can be terminated at any time by any party, with or without cause, a written notice is provided to the other parties 120 in advance. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement may be canceled in accordance with the provisions Arizona Revised Statutes §38-511, regarding Conflicts of Interest.
2. The **COUNTY** as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the **ELECTIONS DEPARTMENT and RECORDER**, engaged in the performance of its mandatory statutory duties, and the **CITY OF SHOW LOW**, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.

3. The provisions of the Records and Disposition Schedule promulgated by the Arizona State Library, Department of Library, Archives and Public Records, as it may from time to time be amended, shall be applicable to all public documents generated in the course of this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.
5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Navajo County Elections
Division
P.O. Box 668
100 E. Code Talkers Dr.
Holbrook, AZ 86025

CITY OF SHOW LOW:

Attn: City Clerk
100 N. 9th St
Show Low, AZ 85901

6. The **CITY OF SHOW LOW** is responsible for all liability, damages or expenses involved in defending challenges to the **CITY OF SHOW LOW** election arising out of the actions of the **CITY OF SHOW LOW** and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under Arizona Revised Statute §41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The party's breach of the above mentioned warranty shall be deemed a material breach of the Agreement and the non-breaching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year blow written.

NAVAJO COUNTY BOARD OF SUPERVISORS

Jason Whiting, Chairperson

This ____ day of _____, 2025

Attest:

Melissa W. Buckley, Clerk of the Board

Timothy Jordan, Recorder

This ____ day of _____, 2025

Attest:

Melissa W. Buckley, Clerk of the Board

CITY OF SHOW LOW

John Leech, Jr., Mayor

This ____ day of _____, 2025

Attest:

Rachael Hall, City of Show Low Clerk

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the undersigned counsel who has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Navajo.

Navajo County Attorney

Dated

City of Show Low Attorney



January 23, 2025

Dated

MINUTES OF THE STUDY SESSION OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, JANUARY 21, 2025, AT 6:00 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 6:00 p.m.

2. Roll Call.

COUNCIL MEMBERS PRESENT: Mayor Leech, Vice Mayor Kakavas, Councilman Adams (arrived at 6:03 p.m.), Councilman Clark, Councilman Hatch, Councilman Judd, and Councilman Whipple.

COUNCIL MEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Lisa Robertson, Grants and Transit Manager; Shannon Adams, Grants Coordinator; and Rachael Hall, City Clerk.

GUESTS: None.

3. Presentation by State Historic Preservation Office

Ms. Adams introduced Arianna Urban, a planner at the State Historic Preservation Office, an office of the Arizona State Parks. Ms. Urban said historic/heritage preservation was often winced at or thought of as an undesirable threat to property rights but said that preservation was just about collaborating with different levels of government, the public, city administration, elected officials, business owners, and other stakeholders to make sure that the future included strategies to preserve the unique and inherent character of a community.

Ms. Urban said historic/heritage preservation was a tool to manage change, planning for changes to communities and helping those changes incorporate character and authenticity. She said it included perpetuation of important places for future generations, collaboration between three levels of government and the public, and integration of preservation into planning strategies.

Ms. Urban said heritage preservation was not government authority over private property, did not prevent owners from changing properties, was not a way to force hands of property owners, was not anti-development, did not restrict property rights and values, and was not legally binding.

Ms. Urban said the Certified Local Government Program (CLG) was a collaboration between the National Park Service, State Historic Preservation Office (SHPO), and municipal governments. She said there was a public commitment to preserving community identity and preservation was tailored to the needs of each city. She said one of the main functions of SHPO was to provide a way to formally assist local cities and towns to incorporate preservation into planning and decision-making. She said CLGs acted independently to develop and maintain their programs. She said local municipalities demonstrated a presence of significant

historic resources and make a public commitment to preserving them. CLGs must have support from community, city administration, and elected officials. CLGs must be incorporated but could include counties. She said currently there were 30 CLGs in Arizona.

Ms. Urban said the benefits of becoming a CLG included grant funding for preservation planning projects, technical assistance in planning/zoning and preservation, training for staff, commissioners, neighborhoods and public, partnerships in regional and statewide preservation networks, and improvements in economic development, tourism, and quality of life.

Ms. Urban said there was a Show Low survey done in 1993. She said a new survey update would help to locate altered and demolished properties, seek new eligible resources, create potential heritage areas or districts, and show historic property tax incentives. She said SHPO had survey funding for CLGs.

Ms. Urban said the process would include identifying and recognizing important cultural and historic places, striving to best utilize historic properties, and ensuring historic places were dynamic parts of the community. She said no property restrictions were involved. No residential properties or neighborhoods were included, only commercial and institutional buildings would qualify for the program.

Ms. Urban said ultimately, preservation was about making sure places kept the character that made them special while improving quality of life and making it easier to use and reuse historic buildings. She said preservation wasn't ever about freezing a building or a place in time, but instead about managing change.

Mayor Leech asked if the buildings had to be owned by the City to be able to participate in the CLG program. Ms. Urban said it could be set up however the City wanted to set the program up. She said the program could include only city-owned buildings or could be city-owned and privately-owned buildings to participate in the program.

Vice Mayor Kakavas asked if the funds had to be used on an actual historic building or if the funds could be used to build a new museum to preserve historic artifacts for the City. Ms. Urban said SHPO couldn't fund a new museum but SHPO worked closely with the Arizona Historical Society and they have a program for CLGs to work with local historical societies. She said funds from SHPO could potentially help with a landscape survey for the Reidhead House's integration with the new campus museum project.

Councilman Adams asked what the next step would be. Ms. Urban said next step would include an updated survey prior to the CLG application process. She said the updated survey could be done by herself along with city staff, and this would give an idea of the City's resources to the National Park Services.

Councilman Judd asked if the City became a CLG, what the obligation would be to in the future for any buildings that had used funds from the program. Ms. Urban

said there would not be any type of obligation in the future. She said there was no demolition restrictions or anything. She said SHPO wanted to preserve buildings but understood if something couldn't be preserved any longer.

The Council thanked Ms. Urban for her presentation.

4. Adjournment.

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE STUDY SESSION OF THE SHOW LOW CITY COUNCIL OF JANUARY 21, 2025, AT 6:30 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 Study Session of the City Council of Show Low held on January 21, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 20____.

Rachael Hall, City Clerk

MINUTES OF THE STUDY SESSION OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, JANUARY 21, 2025, AT 6:30 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 6:31 p.m.

2. Roll Call.

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

COUNCIL MEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Bill Kopp, Public Works Director; Lisa Robertson, Grants and Transit Manager; Shannon Adams, Grants Coordinator; and Rachael Hall, City Clerk.

GUESTS: None.

3. Discussion of Fiscal Year 2026 Budget Process and Overview and Review of the Event Center Recommendations and Potential Financing.

Mr. Johnson said he would be presenting the Fiscal Year 2026 budget process and overview. He said there would not be a presentation regarding the Event Center Recommendations and Potential Financing.

A copy of the Fiscal Year 2026 budget process and overview presentation was attached to the minutes.

Mayor Leech asked how long the City had budgeted a three-month operating reserve for the general, wastewater, and water fund. Mr. Johnson said the City had been budgeting the three-month reserve fund that for about four-to-five years and said it seemed to be above the average practice for municipalities.

Vice Mayor Kakavas asked for staff to get Council calculations on how much the budget would be if the City did a four-month operating reserve fund. Mr. Johnson said staff would work on that budget number and present it at the next budget study session.

4. Adjournment.

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE STUDY SESSION OF THE SHOW LOW CITY COUNCIL OF JANUARY 21, 2025, AT 6:45 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 Study Session of the City Council of Show Low held on January 21, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 20____.

Rachael Hall, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL
HELD ON TUESDAY, JANUARY 21, 2025, AT 7:00 PM IN THE CITY COUNCIL
CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY,
ARIZONA**

1. Call to Order.

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

2. Roll Call.

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

COUNCIL MEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: F. Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Brad Provost, Police Chief; Greg Westover, Police Commander; Bill Kopp, Public Works Director; Justen Tregaskes, Planning and Zoning Director; Rick Austin, Operations Manager; Jacob Allen, Airport Manager; Lisa Robertson, Grants and Transit Manager; Shannon Adams, Grants Coordinator; Grace Payne, Communications Manager; Myles Erdmann, Senior Media Specialist; and Rachael Hall, City Clerk.

GUESTS: Curt Fernau and Toni Gibbons.

3. Invocation.

Councilman Whipple gave the invocation.

4. Pledge of Allegiance.

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

5. **CALL TO THE PUBLIC:**

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

None.

6. **SPECIAL EVENTS:**

A. Presentation of "State of the City Address"

The State of the City video was shown at this time. Mayor Leech thanked Ms. Payne and the Show Low TV staff for their outstanding efforts.

7. **CONSENT CALENDAR:**

A. Consideration of Acceptance of Replacement of Show Low Lake Intake Valves, City of Show Low Project No. FM-3325 (Rick Austin)

B. Consideration of Approval of Aero Products Component Services Inc. Sublease Agreement with Navajo County Sheriff's Office at Show Low Regional Airport (Jacob Allen)

C. Consideration of Approval of Aero Products Component Services Inc. Sublease Agreement with Apache Underground and Excavating, LLC at Show Low Regional Airport (Jacob Allen)

D. Consideration of Resolution No. R2025-02 Approving Submitting Application for 2025 Rebuilding American Infrastructure with Sustainability and Equity Grant Program for Scott Ranch Road Project (Shannon Adams)

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

1. Regular Meeting of January 7, 2025.

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

8. **NEW BUSINESS:**

A. **PUBLIC HEARING** and Consideration of Prioritization of Projects for Community Development Block Grant Funding and Consideration of Resolution No. R2025-03 Authorizing Submitting Application for Community Development Block Grant Funds (Shannon Adams)

Ms. Adams said approximately \$271,163.00 was being offered to the City of Show Low by the Arizona Department of Housing through the Community Development Block Grant (CBDG) program. This program funded projects to assist persons of low-to-moderate income, to prevent or eliminate slums or blight, or to solve an urgent need, or health hazard.

Ms. Adams said the first public hearing on this matter was held on December 5, 2024, to obtain community input on the use of CDBG funds. No public input was received at the public hearing. Tonight's public hearing was to solicit additional public input on possible projects for CDBG funds. Following the hearing, the Council could select the final Community Development Block Grant project to be submitted for application and to adopt an applicable resolution. Staff recommended the sidewalk improvement project on 9th Street between Deuce of Clubs and Frontier Park.

Ms. Adams said should the Council, after hearing public input, accept the staff's recommendation and determine that the City's priority use of the 2025 CDBG funds was the 9th Street sidewalk improvement project, staff would submit a letter of intent to the Northern Arizona Council of Governments (NACOG) by January 30, 2025. The City's letter of intent would be submitted to the Arizona Department of Housing by NACOG.

Mayor Leech opened the matter for a public hearing. There being no input, Mayor Leech closed the public hearing.

VICE MAYOR KAKAVAS MOVED TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AND APPROVE THE PROPOSED PROJECT AS THE SIDEWALK IMPROVEMENTS ON BOTH SIDES OF 9TH STREET BETWEEN DEUCE OF CLUBS AND FRONTIER PARK, AND FURTHER, MOVED TO ADOPT RESOLUTION NO. R2025-03 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT THE SELECTED PROJECT AIDS IN THE PREVENTION OR ELIMINATION OF SLUM OR BLIGHT WITHIN THE COMMUNITY'S ESTABLISHED DOWNTOWN REDEVELOPMENT AREA AS ADOPTED BY RESOLUTION R2024-35; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

B. Consideration of Authorization to Purchase a New Patrol Vehicle
(Brad Provost)

Chief Provost said In November 2024, Show Low Police Department's K9 patrol vehicle was towed to the dealership for repairs. During the tow, the vehicle's frame was damaged which resulted in a total loss of the vehicle. Due to this being a specialty vehicle, it was important the City replaced it as soon as possible.

Chief Provost said City staff contacted Show Low Ford, who was able to locate a 2024 Ford Expedition through their contacts that would be available immediately. The vehicle cost was \$53,276.88 plus \$4,491.24 in taxes for a total of \$57,768.12.

Chief Provost said up-fitting for the new vehicle would cost approximately \$24,547.11 for equipment through MHQ (a state contracted company) and \$1,073.46 for decals through Vinnedge Signworks. The new vehicle, up-fitting, and decals would be paid from Prop 207 funds, and the City would be recouping \$20,385.65 from insurance for the damaged vehicle and he noted the City would be recouping some money back from the equipment inside the vehicle as well but didn't know how much that would be at this moment.

Chief Provost said staff recommended approving the purchase of a 2024 Ford Expedition, up-fitting equipment, and decals for a total amount not to exceed \$83,388.69.

Vice Mayor Kakavas asked if the funds the City would be recouping for the damaged vehicle would be coming from the towing company's insurance. Chief Provost said yes, the funds that the City would be recouping would be coming from the towing company's insurance company.

COUNCILMAN ADAMS MOVED TO AUTHORIZE THE PURCHASE OF A 2024 FORD EXPEDITION FOR AN AMOUNT NOT TO EXCEED \$83,388.69, WHICH INCLUDED ALL REQUIRED UP-FITTING EQUIPMENT AND DECALS; SECONDED BY COUNCILMAN WHIPPLE; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

- C. Consideration of Approval of Inspection Services Agreement with Arizona Department of Housing and Navajo County (Justen Tregaskes)

Mayor Leech said this item would be pulled from the agenda and brought back to the Council at a later date.

- D. Consideration of Resolution No. R2025-04, Declaring a Housing Shortage Emergency Exacerbated by Proliferation of Short-Term Rentals (Morgan Brown)

Mr. Brown said staff was recently contacted by representatives of the City of Sedona requesting that Show Low join with them in adopting a resolution declaring a housing emergency related to the use of residential properties for short-term rentals (STRs). The City of Sedona stated that they are experiencing a housing shortage linked to the proliferation of short-term rentals within their community. This proliferation had led to a reduction in workforce housing and an increase in housing prices. Impacts of this reduction included a reduction in school age children resulting in closure of schools and the potential for the reduction in commercial space, further affecting the workforce. He said the City of Show Low shared similar concerns related to the potential impact of short-term rentals within the City.

Mr. Brown said due to the ongoing increases in STRs, causing a shortage of housing, and that relief needed to come from the Arizona Legislature, Sedona was asking other cities and towns to join them in adopting a model resolution. This Resolution explained the City's legitimate governmental interest in preserving the residential character of neighborhoods to enhance the quality of life for its residents and visitors by minimizing the adverse impacts of STRs through regulation. The Resolution declared a housing emergency and requested the State Legislature and Governor amend state law to allow cities and towns to enact reasonable zoning on the number and locations of STRs and more local control. The Resolution was intended to be a model resolution that other cities/towns/counties in Arizona could adopt, and modify as needed, in order to bring attention to this important component of the housing shortage and housing affordability crises.

Mayor Leech and Councilman Clark talked about the importance of local control over issues such as STRs.

COUNCILMAN CLARK MOVED TO ADOPT RESOLUTION NO. R2025-04 DECLARING A HOUSING SHORTAGE EMERGENCY EXACERBATED BY PROLIFERATION OF SHORT-TERM RENTALS; SECONDED BY MAYOR LEECH; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

- E. Consideration of Approval to Select Conceptual Design for Show Low Sports and Events Center Project (Morgan Brown)

Mr. Brown said the concept of a convention and events center had been discussed for several years. In 2017, the City of Show Low decided it was time to take a serious look at the concept and contracted with Hunden & Associates to perform a market and demand analysis. Hunden was contracted again in 2018 to recommend a facility size, establish an opinion of cost, perform financial projections and evaluate potential sites for a convention facility. In 2019, Sports Facilities Advisory (SFA) was contracted to study the feasibility of a facility combining sports courts with a convention and events facility. SFA conducted two additional studies in 2020 and 2022 and recommended a facility that would accommodate six courts to compete regionally for sports tournaments and developed an opinion of cost of \$27 million. SFA further concluded that the facility would be operationally sustainable in year three of operation. Since the conclusion of the SFA studies, the pandemic occurred, and ensuing inflation drove the probable cost of the facility to around \$45 million.

Mr. Brown said architect Rick Crandall from Prescott was approached in 2023 to design a dome concept for the facility as a lower cost alternative to the SFA conceptual design. Mr. Crandall had worked with staff for over a

year to develop unique conceptual designs for both a six-court and an eight-court facility at a projected cost of around \$34 million for each. The main differences between the two designs were that the eight-court model had more playing surface on the ground level to accommodate the two additional courts. However, the six-court model had a higher seating capacity and overall better sight lines for concerts and other like events. Both models included 10,000 square feet of meeting space along with family and fitness areas, playground and patio area and a walking/jogging track on the upper level.

Mr. Brown said the six- and eight-court facility designs were presented and discussed at the December 10, 2024, Council Study Session. Council requested that staff contact SFA to get financial pro-formas performed for both designs to help Council understand how each design will perform financially. Staff spoke with Evan Eleff of SFA who said he needed to see a similar facility prior to conducting a financial analysis. Staff and architect Rick Crandall conducted a search for similar domed facilities to tour and had been unsuccessful. Staff only found much smaller domed sports facilities in Hennessey, Oklahoma (Eagle Event Center) and Central City, Nebraska (Bison Activity Dome).

Mr. Brown said staff recommended moving forward with the conceptual designs as presented and move forward with the design that was the best fit for the community and for the users of the facility. He said in talking about the design and project with the Mayor and others it was important to focus on moving forward with the project and not so much about the design at this point in the process. He said through the design process, the City could figure out what's the best design and some things around to fit the best needs for the community. He said during the design-build process, the selected architect could come meet with the committee, staff, and the Council to get feedback and thoughts about what would work best for this project. He said based on that, staff would recommend a motion to move forward with the project and start the process for the design-build of the center.

Mr. Kopp said tonight was going to help guide staff into the type of procurement that they had to do for this process. He said next step would be to advertise and basically go out to design-build firms and say the City Show Low had a specific budget and was looking for just some general things in a building. He said then staff would shortlist three-to-five finalist firms and ask them to include a proposal with renderings, drawings, some other work product, and some pricing for the building. He said it would still be a qualification-based selection, but the City would have the pricing and then work with the firm on the design-build for the project. He said this was the way the process was laid out in the state statutes.

Councilman Whipple asked how long it would take to get RFQs. Mr. Brown and Mr. Kopp said the process would take at least six weeks to give

adequate time to get quality proposals for the project.

VICE MAYOR KAKAVAS MOVED TO APPROVE SELECTING THE CONCEPTUAL DESIGN AS PRESENTED FOR THE SHOW LOW SPORTS AND EVENTS CENTER PROJECT AND MOVING FORWARD ON THE DESIGN OF THE PROJECT THAT WILL CREATE THE BEST EXPERIENCE FOR THE COMMUNITY AND USERS OF THE FACILITY; SECONDED BY COUNCILMAN ADAMS; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, COUNCILMAN ADAMS, COUNCILMAN CLARK, COUNCILMAN HATCH, COUNCILMAN JUDD, AND COUNCILMAN WHIPPLE VOTING IN FAVOR.

9. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Councilman Adams reminded citizens to clean up around their houses to reduce wildfire risks.

Vice Mayor Kakavas said along with Councilman Adams and staff, she attended the Legislative Day in Phoenix last week to meet with state legislators.

B. Mayor

Mayor Leech reminded citizens to report any fire safety hazards.

C. City Manager

Mr. Brown said the City had begun the process to prepare the fiscal year 2026 budget. He said there would be town hall budget meeting specifically for citizen input on January 30, at 6:00 p.m. in Council Chambers. He said all budget meetings were open to the public and a list of meeting dates were on the City's website.

Mr. Brown said the Turn of the Card Community Center would be celebrating spring with a free Groundhog Day Breakfast on January 31st, from 6:00 to 10:00 a.m. at the Community Center located at 301 East McNeil. He said everyone was invited to attend.

Mr. Brown said in public works projects, the City's contractor finished the block work on the Show Low Lake Spillway restroom project and would begin working on the building. The ramada had been staked out at the Show Low Lake Campground and concrete work would begin soon. The contractor was starting concrete work in Torreon and Bison Retreat for the Sunken Manhole Repair project. He thanked citizens for their patience as these important projects were completed.

10. **SCHEDULE OF MEETINGS:**

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

None.

COUNCILMAN CLARK MOVED TO RECESS INTO EXECUTIVE SESSION TO DISCUSS A.P. NO. 210-02-013E; SECONDED BY COUNCILMAN HATCH; PASSED 7 TO 0 WITH MAYOR LEECH, VICE MAYOR KAKAVAS, AND COUNCIL MEMBERS ADAMS, CLARK, HATCH, JUDD, AND WHIPPLE VOTING IN FAVOR.

The Show Low City Council recessed into Executive Session at 7:42 p.m.

11. **EXECUTIVE SESSION:**

A. Confidentiality Statement.

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

(1) A.P. No. 210-02-013E.

12. **POST EXECUTIVE SESSION:**

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

1. Consideration of Purchase of A.P. No. 210-02-013E.

The Show Low City Council reconvened to Open Session at 7:54 p.m.

13. **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 JANUARY 21, 2025, AT 7:54 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 January 21, 2025. 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 Resolution No. R2025-06 Approving Inspection Services Agreement with Arizona Department of Housing and Navajo County (Justen Tregaskes)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2025-06 approving the Inspection Services Agreement with the Arizona Department of Housing and Navajo County.

BACKGROUND

The City of Show Low has had an agreement with the Arizona Department of Housing related to the permitting and inspection of manufactured homes and factory-built buildings within the city limits. This agreement allows the City to perform inspections and issue permits for the placement of manufactured homes and factory-built buildings that are installed within the city limits on behalf of the state. These permits and inspections are subject to state requirements and include such items as mandatory fee schedules, mandatory training at the City's cost, and mandatory reporting requirements. The most recent agreement has expired and is up for renewal.

Based on the number of permits issued annually for manufactured home placements within the City, it has become impractical for the City to continue to offer this service. Staff reached out to representatives of Navajo County to discuss the possibility of entering into an agreement between the City and Navajo County, which would allow the County to issue permits and perform inspections of manufactured homes within the city limits. This would be similar to the service that the County is providing to other local jurisdictions and would allow our contractors and property owners to continue to work with a local presence for permitting and inspections. The Department of Housing has indicated that they would have no objection to this arrangement.

Staff is recommending that the City Council adopt Resolution No. R2025-06 approving the Inspection Services Agreement between the City and the State and entering into an agreement with Navajo County to issue and inspect manufactured homes and factory-built buildings within the City. The County would assume all responsibilities associated, including training and reporting as mandated by the State.

ATTACHMENTS

1. Resolution No. R2025-06
2. Inspection Services Agreement Renewal
3. Inspection Services Agreement Addendum

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2025-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHOW LOW AND THE STATE OF ARIZONA, DEPARTMENT OF HOUSING, AND THE ADDENDUM THERETO WITH NAVAJO COUNTY, TO MONITOR AND ENFORCE THE INSTALLATION STANDARDS SET FORTH BY THE ARIZONA DEPARTMENT OF HOUSING, FOR FACTORY-BUILT BUILDINGS AND MANUFACTURED HOMES.

RECITALS:

WHEREAS, the State of Arizona, Department of Housing, is empowered by A.R.S. §41-4004(A)(5) to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of the Department of Housing; and

WHEREAS, the City of Show Low is empowered by A.R.S. §11-952 to enter into an intergovernmental agreement with the State of Arizona and Addendum to the Intergovernmental agreement with Navajo County; and

WHEREAS, the Intergovernmental Agreement with the State of Arizona, Department of Housing, will allow for the local permitting and inspection of factory-built buildings and manufactured homes within the City; and

WHEREAS, the Addendum to the Intergovernmental Agreement with the State of Arizona will allow the City to outsource the permitting and inspection services of factory-built buildings and manufactured homes within the City to Navajo County, which has the established resources and expertise; and

WHEREAS, it is the desire of all parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction and to provide local contacts for permitting and inspections of factory-built buildings and manufactured homes.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, approve the Intergovernmental Agreement to provide permitting and inspection services for factory-built buildings and manufactured homes between the City of Show Low and the State of Arizona, Department of Housing and the Addendum to said Intergovernmental Agreement to allow Navajo County to perform the permitting and inspections of factory-built buildings and manufactured homes for the City of Show Low.

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

PASSED AND ADOPTED this 4th day of February, 2025, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

INSPECTION SERVICES AGREEMENT

BETWEEN

ARIZONA DEPARTMENT OF HOUSING

AND

THE CITY OF SHOW LOW

TO ENFORCE INSTALLATION STANDARDS

This **AGREEMENT** (“Agreement”) is entered into this 4th day of February, 2025, by and between the **ARIZONA DEPARTMENT OF HOUSING** (“ADOH”) and the **City Of Show Low** (“Agency”).

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) § 41-4002 the purpose of ADOH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

WHEREAS, A.R.S. § 41-4004 (A) (5) directs ADOH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of ADOH; and

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency’s jurisdiction;

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Monitoring and Enforcement. For the duration of this Agreement, the Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-4004 (A)(4) and Arizona Administrative Code (A.A.C.), including but not limited to, R4-34-102, R4-34-204, R4-34-606 and R4-34-801 as they apply to installation standards and accessory structures.
2. Term. The term of this Agreement shall be for three (3) years from the date of this Agreement.
3. Standards of Performance. In exercising the authority delegated hereunder the Agency shall perform to the same standards of performance that the law imposes upon ADOH in exercising the authority described in section 1 hereof. In addition, the Agency shall not approve any installation unless the installer affixes a State Insignia of Approval as required by A.A.C. R4-34-802 (A) and pays to the Agency the fee established by ADOH pursuant to the authority by A.A.C. R4-34-501.

4. Reporting. The Agency in this Agreement shall complete electronic reporting to ADOH via an online portal. A copy of each issued permit and corresponding installation inspection reports for mobile homes, HUD manufactured homes or factory built buildings shall be submitted within the portal. All permit and inspection activity shall be on submitted once per week if not reported to ADOH on a daily basis.

5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule created by ADOH pursuant to its authority under A.R.S. § 41-4010 (A) (4), A.R.S. § 41-4010 (A) (5) and A.A.C. R4-34-501 and no more than permitted by R4-34-801(E). All fees collected by the Agency shall be kept by the Agency as compensation for the services performed by the Agency under this Agreement. The Agency shall not be entitled to any other compensation for services rendered by it under this Agreement.

6. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice prior to the date of termination. Additionally, ADOH may terminate this Agreement immediately and without notice, if ADOH determines that the installation standards required in the Agreement are not being maintained, or that local fees are not consistent with the inspection fees established by the Board of Manufactured Housing.

7. Qualifications of Personnel. The personnel that perform the functions delegated to the Agency in paragraph 1 hereof shall each have no less than one year of experience as a building code inspector or manufactured housing installation inspector.

8. Inspector Training. All Agency Inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by the State.

9. Duties of ADOH. Should ADOH require inspections of any portion of the installation of mobile, manufactured homes, accessory structures or factory built buildings not required by the Rules referred to herein and not covered under this Agreement, ADOH shall be responsible for the inspections and enforcement thereof.

10. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address.

- a. If intended for ADOH to:
Arizona Department of Housing
Office of Manufactured Housing
1110 West Washington, Suite #280
Phoenix, AZ 85007-2935

Attn: Tara Brunetti
Title: Assistant Deputy Director
Phone: (602) 771-1035

- b. If intended for Agency, to:

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

Attn: John Wilhelm
Title: Building Official
Phone: (928)532-4053

11. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.
12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.
13. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.
14. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.
15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.
16. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.
17. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.
18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.
19. Unavailability of Funding. Every payment or financial obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither ADOH nor Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

20. E-verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

21. Antitrust Violations. To the extent applicable, Agency assigns to the Department any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Agency toward fulfillment of this Agreement.

22. Boycott of Israel. To the extent applicable and permitted by law, Agency warrants that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393.01, as may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

ARIZONA DEPARTMENT OF HOUSING:

CITY OF SHOW LOW:

Tara Brunetti, Asst. Deputy Director
Arizona Department of Housing

John Leech, Jr.,

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

ADDENDUM TO EXISTING AGREEMENT

BETWEEN

ARIZONA DEPARTMENT OF HOUSING
OFFICE OF MANUFACTURED HOUSING

AND

The City of Show Low

TO ENFORCE INSTALLATION STANDARDS

Original/existing **AGREEMENT** (“Agreement”) was entered into on February 4, 2025 by the **ARIZONA DEPARTMENT OF HOUSING, OFFICE OF MANUFACTURED HOUSING** (“OMH”) and the Jurisdiction (“Agency”).

WHEREAS, pursuant to A.R.S. § 41-4002 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

WHEREAS, A.R.S. § 41-4004 (B) (5) directs the Deputy Director of OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; and

WHEREAS, it is the desire of both Parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency’s jurisdiction and reduce costs whenever possible;

NOW, THEREFORE, both Parties agree to the following:

1. Incorporation of another local jurisdiction. The Agency in this Addendum Agreement wishes to expand its installation inspections in support of another local jurisdiction under a written understanding with that local jurisdiction, identified as: Navajo County. Proof of written understanding between the local jurisdictions is attached to this Addendum Agreement.

Further, the local jurisdiction identified as Navajo County; hereby, acknowledges that it has reviewed all the terms and conditions set forth in the Agreement between the Agency and OMH and; hereby, agrees to be bound to those same terms and conditions.

Finally, all other terms of the existing Intergovernmental Agreement remain in effect.

IN WITNESS WHEREOF, the Parties hereto agree to accept the terms of this Addendum Agreement and the existing Intergovernmental Agreement to which it relates and have executed this Agreement the day, month and year first written above.

ARIZONA DEPARTMENT OF HOUSING:

CITY OF SHOW LOW

Names: _____
Tara Brunetti, Deputy Director
Arizona Department of Housing
Office of Manufactured Housing

Name: _____
John Leech, Jr., Mayor

ATTEST: _____
Rachael Hall, City Clerk

APPROVED this _____ day of _____, ____.

This Addendum Agreement to the existing Agreement has been reviewed by the undersigned attorney for the Agency incorporating another local jurisdiction to its Agreement with OMH and who has determined that it is in appropriate form and within the powers and authority granted by law to the Agency designed herein.

Dated this ____ day of _____, ____.

BY: _____
Anna M. Atencio, City Attorney

This Addendum Agreement and the terms and conditions of the existing Agreement with the Agency identified above has been reviewed by the undersigned attorney and/or the authorized person for Navajo County and Navajo County agrees that it will be bound by those same terms and conditions. Further, it is acknowledged that this Agreement is in proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Navajo County

Dated this ____ day of _____, ____.

Name: _____

Dated this ____ day of _____, ____.

BY: _____

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2025-07 Abandonment of Easement for Assessor Parcel Number 210-14-050A (Justen Tregaskes)

RECOMMENDATION

I **MOVE** to abandon the easements on Assessor Parcel Number 210-14-050A as recorded in Docket 92, Page 45, Records of Navajo County.

BACKGROUND

City staff was recently approached by the owner of Assessor Parcel Number (A.P.N.) 210-14-050A. This property lies directly east of the property acquired by the City as part of the Reidhead home purchase and is currently vacant. The property owner, Roger Hatch, on behalf of Ram Holding, Inc. is requesting to abandon an existing 15-foot-wide access easement, which cuts through their property and accesses a portion of the Reidhead home property owned by the City. This easement was created in 1957 and is recorded in Docket 92, Page 45 of Navajo County Records in order to provide "a way of ingress and egress to and from said land". The owner of A.P.N. 210-14-050A is requesting that this easement be abandoned to better facilitate potential development of his property in the future. A review of this access easement and associated documentation indicates that there is no longer a need for this easement to access the City owned property to the west.

Staff recommends that the Council adopt Resolution No. R2025-07 abandoning an unnecessary access easement on A.P.N. 210-14-050A as described in Docket 92, Page 45, Records of Navajo County.

ATTACHMENTS

1. Resolution No. R2025-07
2. Deed
3. Abandonment of Right of Way Easement
4. Aerial Map
5. Subject Map

FISCAL IMPACT

N/A

CITY OF SHOW LOW RESOLUTION NO. R2025-07

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SHOW LOW, ARIZONA, ABANDONING RIGHT-OF-WAY
EASEMENT, AS TO 800 EAST DEUCE OF CLUBS, SHOW LOW,
ASSESSOR PARCEL NUMBER 210-14-050A, SHOW LOW,
NAVAJO COUNTY, ARIZONA**

RECITALS:

WHEREAS, Roger Hatch, on behalf of Ram Holding, Inc., has requested that the City's interest in the right-of-way easement on 800 East Deuce of Clubs, Show Low, A.P.N. 210-14-050A be abandoned by the City to the property owner; and

WHEREAS, the right-of-way easement is a 15-foot unimproved access easement granted by Deed in 1957 and recorded in the Navajo County Recorder's Office, Docket 92, Page 45; and

WHEREAS, the right-of-way easement does not serve any useful City or public purpose.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Show Low, Arizona, that any and all City interest to the right-of-way easement, as to A.P.N. 210-14-050A, 800 East Deuce of Clubs, Show Low, recorded in the Navajo County Recorder's Office, Docket 92, Page 45, is hereby abandoned.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the necessary documentation for said abandonment by the City, which documentation shall be recorded in the Office of the Navajo County Recorder.

PASSED AND ADOPTED this 4th day of February, 2025, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

DEED

For the consideration of Ten Dollars, and other valuable considerations,
I, Willis Jennings, a single man, do hereby convey to L. T. Halstead and
Nina Earle Halstead, Husband and Wife, the following real property situated
in Navajo County, Arizona:

Reference is hereby made to a certain parcel of land conveyed by deed,
executed by parties hereto, and recorded in Book 44, of Official Records,
Page 148 thereof, Navajo County, Arizona.

A grant of right of way to the grantee, his family, tenants, servants,
visitors, customers, representatives, in common with all others having a
like right, at all times hereafter, with or without vehicles for all
lawful purposes connected with the use and enjoyment of the aforesaid
described realty, and providing a way of ingress and egress to and from
said land; said right of way shall be fifteen (15) feet wide, seven and
one-half (7½) feet on each side of the center line thereof hereinafter
described, to wit:

A strip of land 15 feet wide being a portion of Lot 3, of the Subdivision
of the NE¼ of Section 20, T10N R22E, GASHBAM, Navajo County, Arizona,
that shows on the plat of Show Low Townsite and designated as the Show Low
Townsite and W. J. Flake Survey and filed and recorded in the office of
the County Recorder of Navajo County, Arizona in Volume 1 of NARE on
Page 148 and being a portion of that certain parcel of land that shows
on the plat of record in the office of the County Recorder of Navajo
County, Arizona in Volume 2 of Plats, Page 49 and so designated as
Willis Jennings Property described by metes and bounds as follows; courses
given are true bearings based on the courses given on the survey and maps
of the Show Low Springerville Highway by the Arizona State Highway Depart-
ment, to wit:

From a railroad spike (right of way marker) Station 237 + 72.58
(highway plane) of the Arizona State Highway Department, said point being
on the North line of the Show Low Springerville Highway (U. S. 60), said
point being the beginning of a curve running Easterly, said curve being
concave to the North and having a radius of 11,409.16 feet; thence run
Easterly along the North right of way line of said Highway 60 and along
the aforementioned curve to the left; tangent to a line N 80°-09'-40"
East, a distance of 186.30 feet to a concrete monument right of way
marker (Station 239 + 58.88 Highway) said concrete monument being known
and purporting to be a point on the intersection of the North right of
way line of U. S. Highway 60 and the West boundary line of Lot 3 in
Section 20; thence continuing Easterly along said right of way line and
along the aforementioned curved line, a distance of 150.20 feet to the
point of beginning and the most Southerly end and center line of said
15 foot strip; thence N 9°-46' West along said center line of said 15
foot easement 213.39 feet; thence S 88°-35' West, continuing along said
center line of 15 foot easement 119 feet, more or less, to a point on
the West line of aforesaid Lot 3, Section 20 to the most Westerly end
of said easement, from which the aforesaid concrete right of way marker,
marking the intersection of the West line of said Lot 3 with the North
right of way line of said U. S. Highway 60 bears Southerly 238 feet; to
have and to hold the said right of way unto the grantee herein, his heirs
and assigns, as appurtenant to the aforesaid described realty conveyed
herein.

Dated this 20th day of February, 1957.

Willis Jennings
WILLIS JENNINGS, A SINGLE MAN

ACCEPTED BY

L. T. Halstead
L. T. HALSTEAD
Nina Earle Halstead
NINA EARLE HALSTEAD
BOOK 92 Page 45

UNOFFICIAL DOCUMENT

FILED AND RECORDED AT THE REQUEST OF
Standard Oil of California
DATE 2-26-57 AT 1:00 PM AND DULY RECORDED
IN VOL. 92 OF Off. Rec. PAGE 40-40
RECORDS OF NAVAJO COUNTY, ARIZONA
Elda H. Probst RECORDER
BY Winifred Albrecht DEPUTY

STATE OF ARIZONA
COUNTY OF NAVAJO

On this the 21st day of February, 19 57, before
me, Dorothy C. Brown, the undersigned officer, personally
appeared L. T. HALSTEAD & NINA EARLE HALSTEAD
known to me (or satisfactorily proven) to be the persons whose names are
subscribed to the within instrument, and acknowledged that they
executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.



Dorothy C. Brown
(Title of Officer)

My Commission Expires:

June 28, 1960

STATE OF ARIZONA
COUNTY OF NAVAJO

On this the 21st day of February, 19 57, before
me, Dorothy C. Brown, the undersigned officer, personally
appeared WILLIS JENNINGS, A SINGLE MAN
known to me (or satisfactorily proven) to be the person whose name is
subscribed to the within instrument, and acknowledged that he has
executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.



Dorothy C. Brown
(Title of Officer)

My Commission Expires:

June 28, 1960

UNOFFICIAL DOCUMENT



January 16, 2025

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

To Whom It May Concern:

My name is Roger Hatch. I own Parcel # 210-14-050A located at 800 E. Deuce of Clubs in Show Low, AZ.

I would like to request that the City abandon its' interest in the easement that runs through my parcel.

Thank you,

Roger Hatch
1950 W. Willis
Show Low, AZ 85901
928-892-2202 Cell
rogerhatchmx@gmail.com

When recorded, return to:
City of Show Low
180 N. 9th Street
Show Low, AZ 85901

ABANDONMENT OF RIGHT-OF-WAY EASEMENT

For Valuable consideration, the undersigned successor Grantee hereby forever abandons and releases any and all its rights, title and interest in, to and under that certain portion of the Right-of-Way Easement, as to A.P.N. 210-14-050A, as described in the Deed, recorded in the Navajo County Recorder's Office, Docket 92, page 45, Exhibit "A" and depicted in Exhibit "B."

SEE LEGAL DESCRIPTION AND MAP ATTACHED HERETO AS EXHIBIT A AND EXHIBIT B, MADE A PART HEREOF,

All rights and interest shall be restored to the successor Grantor, Ram Holding, Inc.

IN WITNESS WHEREOF, this Abandonment of Right-of-Way Easement is executed this 4th day of February, 2025.

GRANTEE:
THE CITY OF SHOW LOW,
A Municipal Corporation

John Leech, Jr., Mayor

STATE OF ARIZONA)
)ss.
COUNTY OF NAVAJO)

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared **John Leech, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument.

Witness Whereof, I have set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

DEED

For the consideration of Ten Dollars, and other valuable considerations,
I, Willis Jennings, a single man, do hereby convey to L. T. Halstead and
Nina Earle Halstead, Husband and Wife, the following real property situated
in Navajo County, Arizona:

Reference is hereby made to a certain parcel of land conveyed by deed,
executed by parties hereto, and recorded in Book 44, of Official Records,
Page 148 thereof, Navajo County, Arizona.

A grant of right of way to the grantee, his family, tenants, servants,
visitors, customers, representatives, in common with all others having a
like right, at all times hereafter, with or without vehicles for all
lawful purposes connected with the use and enjoyment of the aforesaid
described realty, and providing a way of ingress and egress to and from
said land; said right of way shall be fifteen (15) feet wide; seven and
one-half (7½) feet on each side of the center line thereof hereinafter
described, to wit:

A strip of land 15 feet wide being a portion of Lot 3, of the Subdivision
of the NE¼ of Section 20, T10N R22E, GASRBAM, Navajo County, Arizona,
that shows on the plat of Show Low Townsite and designated as the Show Low
Townsite and W. J. Flake Survey and filed and recorded in the office of
the County Recorder of Navajo County, Arizona in Volume 1 of NARE on
Page 148 and being a portion of that certain parcel of land that shows
on the plat of record in the office of the County Recorder of Navajo
County, Arizona in Volume 2 of Plats, Page 49 and so designated as
Willis Jennings Property described by metes and bounds as follows; courses
given are true bearings based on the courses given on the survey and maps
of the Show Low Springerville Highway by the Arizona State Highway Depart-
ment, to wit:

From a railroad spike (right of way marker) Station 237 + 72.58
(highway plans) of the Arizona State Highway Department, said point being
on the North line of the Show Low Springerville Highway (U. S. 60), said
point being the beginning of a curve running Easterly, said curve being
concave to the North and having a radius of 11,409.16 feet; thence run
Easterly along the North right of way line of said Highway 60 and along
the aforementioned curve to the left; tangent to a line N 80°-09'-40"
East, a distance of 186.30 feet to a concrete monument right of way
marker (Station 239 + 58.88 Highway) said concrete monument being known
and purporting to be a point on the intersection of the North right of
way line of U. S. Highway 60 and the West boundary line of Lot 3 in
Section 20; thence continuing Easterly along said right of way line and
along the aforementioned curved line, a distance of 158.20 feet to the
point of beginning and the most Southerly end and center line of said
15 foot strip; thence N 9°-46' West along said center line of said 15
foot easement 213.39 feet; thence S 88°-35' West, continuing along said
center line of 15 foot easement 119 feet, more or less, to a point on
the West line of aforesaid Lot 3, Section 20 to the most Westerly end
of said easement, from which the aforesaid concrete right of way marker,
marking the intersection of the West line of said Lot 3 with the North
right of way line of said U. S. Highway 60 bears Southerly 238 feet; to
have and to hold the said right of way unto the grantee herein, his heirs
and assigns, as appurtenant to the aforesaid described realty conveyed
herein.

Dated this 20th day of February, 1957.

Willis Jennings
WILLIS JENNINGS, A SINGLE MAN

ACCEPTED BY

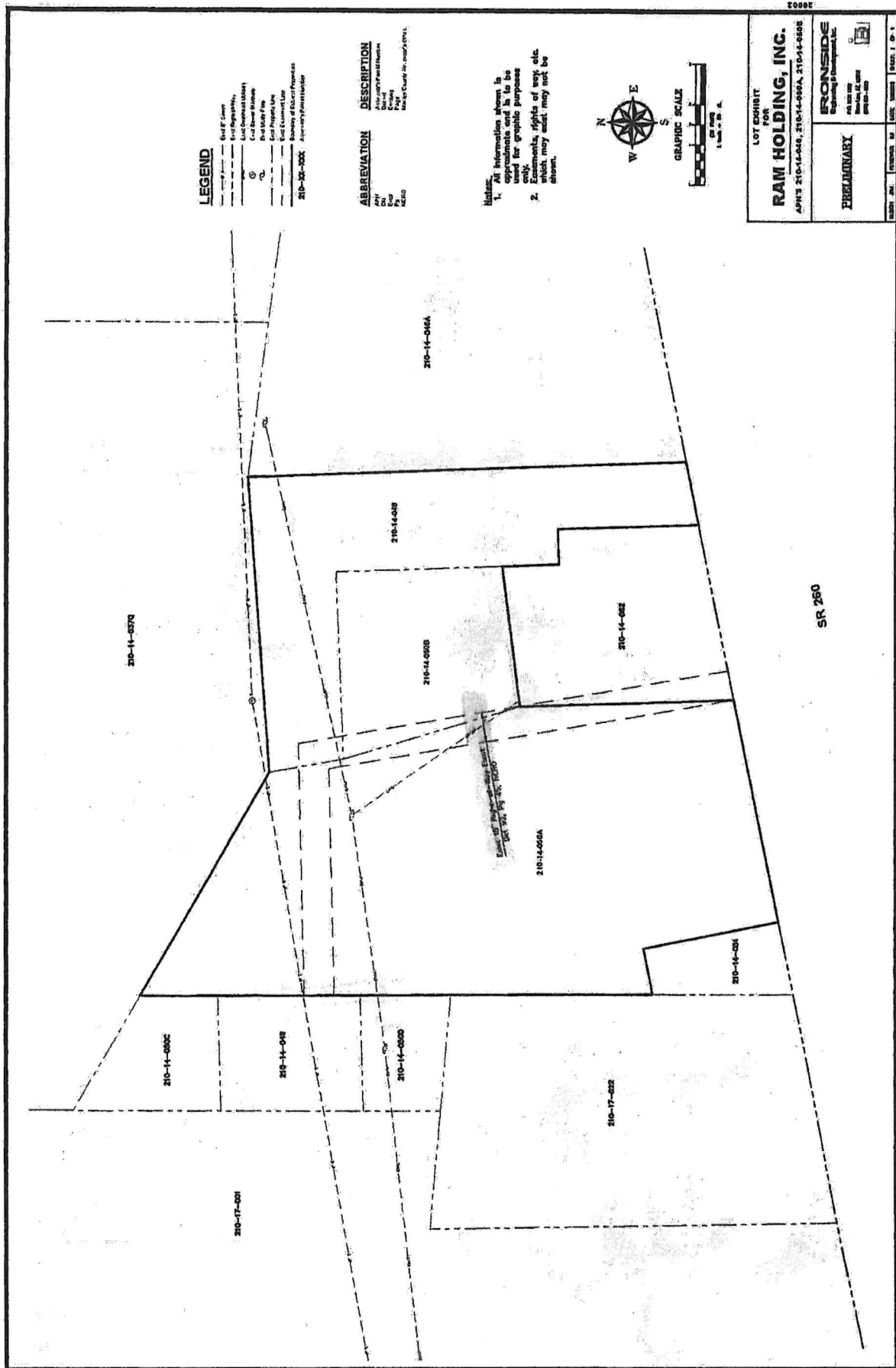
L. T. Halstead
L. T. HALSTEAD

Nina Earle Halstead
NINA EARLE HALSTEAD

BOOK 92 Page 45

UNOFFICIAL DOCUMENT

EXHIBIT B
MAP





E BRADY

E BURKE

N 9TH PL

SUBJECT PROPERTY

E COOLEY

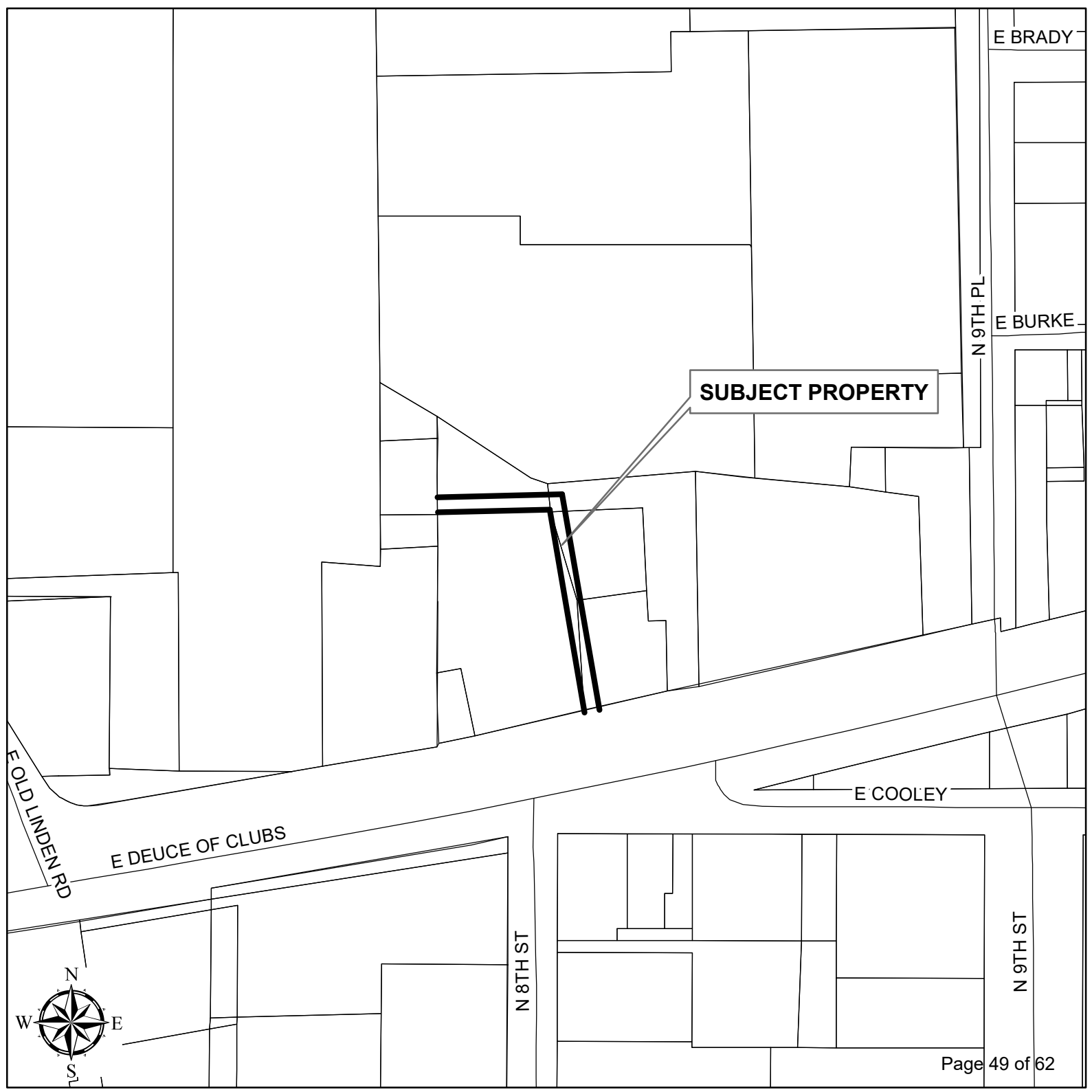
N 9TH ST

N 8TH ST

E DEUCE OF CLUBS

E FOLD LINDEN RD





E BRADY

E BURKE

N 9TH PL

SUBJECT PROPERTY

E COOLEY

N 9TH ST

N 8TH ST

E DEUCE OF CLUBS

E OLD LINDEN RD



MTG DATE: 2/4/2025
ITEM: 8.C

**City of Show Low
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Ordinance No. 2025-01 Authorizing Purchase of Real Property Known as Assessor Parcel Number 210-02-013E from A. Kathryn Tschilar and approval of associated budget transfers (Anna Atencio, Morgan Brown)

RECOMMENDATION

By unanimous consent, read Ordinance No. 2025-01 by title only, as all Council members have a copy.

I **MOVE** to adopt Ordinance No. 2025-01 authorizing the purchase of real property known as Assessor Parcel Number 210-02-013E from A. Kathryn Tschilar and approve associated budget transfers.

BACKGROUND

City staff are mindful of the future land needs of the Show Low cemetery. Recently, the City was approached by the owner and family regarding the City's interest in purchasing property that abuts City cemetery property. The property is located at 540 East Adams Place, Show Low, Assessor Parcel Number 210-02-013E. The property is approximately 0.43 of an acre and has an older mobile home on the property. The property would be purchased "as is."

The location is ideal for the City's future cemetery needs.

With the City Council's consent, a price was negotiated with the Seller. The negotiated purchase price is \$100,000.00. The anticipated closing costs are approximately \$2,000.00.

Staff recommends adopting Ordinance No. 2025-01 authorizing the purchase of the real property at 540 East Adams Place and approving the associated budget transfers.

ATTACHMENTS

1. Ordinance No. 2025-01
2. Agreement for Sale of Real Property
3. Aerial Map

FISCAL IMPACT

Anticipated cost: \$102,000.00

Funding source (account no.): 540 E Adams Place 210-02-013E (11-402-495-7400-2563/4022563)

Description	Account	Approved Budget	Transfer	Amended Budget
Land	11-402-495-7400-	\$400,000	(102,000)	\$298,000

Acquisition/Clean Up	1209			
540 E Adams Place	11-402-495-7400-	\$0.00	102,000	\$102,000
210-02-013E	2563/4022563			
Total		\$400,000		\$400,000

CITY OF SHOW LOW ORDINANCE NO. 2025-01

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY
OF SHOW LOW, ARIZONA, AUTHORIZING THE PURCHASE OF
REAL PROPERTY KNOWN AS ASSESSOR PARCEL NUMBER
210-02-013E FROM A. KATHRYN TSCHILAR**

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-240 and 9-401, the City is authorized to purchase real property to serve the public; and

WHEREAS, the City is interested in purchasing property known as Navajo County Assessor Parcel Number 210-02-013E; and

WHEREAS, A. Kathryn Tschilar desires to sell to the City the property known as Navajo County Assessor Parcel Number 210-02-013E; and

WHEREAS, acquiring the property will allow for the future expansion of the Show Low Cemetery.

ENACTMENTS:

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

Section 1

The Mayor and Council of the City of Show Low hereby authorize the purchase of the parcel of property known as Navajo County Assessor Parcel Number 210-02-013E, the legal description for which is attached as Exhibit A, from A. Kathryn Tschilar.

Section 2

The Mayor and Council of the City of Show Low hereby authorize the Mayor to execute all necessary documents required to facilitate this purchase, including signing the purchase agreement.

Section 3

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

PASSED AND ADOPTED by the Mayor and Council of the City of Show Low, Arizona,
this 4th day of February, 2025.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

EXHIBIT A

Legal Description for A.P.N. 210-02-013E

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF NAVAJO, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Section 17,T10N,R22E: Beg Sw Cor Section 17; Th E Alg Sec Line 1542';Th N25Dg58'30 E 22.23'Tpob; Th N25Dg58'30 E 58.17';Th N49Dg24'02 E 66.72'; Th N14Dg14'33 E 143.44';Th S22Dg13'10 E 253.98'; Th N89Dg54'03 W 207.47'Tpob // 1964 Casa Roma 16X50 Vin# S8990Xu&Xx 666-284 //

AGREEMENT FOR SALE OF REAL PROPERTY

DATE: Effective date of this Agreement shall be the 4th day of February, 2025.

PLACE: Show Low, Arizona

PARTIES: Kathryn A. Tschilar, hereinafter "Seller" and the City of Show Low, an Arizona Municipal Corporation, hereinafter "Buyer".

PURPOSE: To set forth the rights, responsibilities, and duties of the parties in connection with the purchase and sale of certain improved real property in Show Low, Arizona, legally described on Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS: Seller holds title to the subject property and desires to sell same to Buyer. Buyer desires to purchase the subject property legally described on Exhibit "A" attached hereto and made a part hereof pursuant to the terms, covenants and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Buyer agrees to buy and Seller hereby agrees to sell to Buyer the property located at 540 East Adams Place, Show Low, Navajo County, Arizona, A.P.N. 210-02-013E, together with all improvements, more particularly described on Exhibit "A" attached hereto and made a part hereof, hereinafter referred to in this Agreement as the "subject property," all in accordance with the terms and conditions herein described.

2. **Purchase Price.** The purchase price to be paid by the Buyer to Seller for the subject property is the sum of One Hundred Thousand Dollars (\$100,000.00), payable according to the terms of payment listed herein.

3. **Terms of Payment.** Purchase price shall be paid by the Buyer to the Sellers as follows:

3.1 \$100,000.00 payable in cash on or before close of escrow.

4. **Conditions Precedent to Close.** Prior to close of escrow a preliminary title report relating to the subject property will have been issued by Lawyer's Title Agency, Inc., in a form which shows there are to be no exceptions to be contained therein other than the standard or usual exceptions, reservations, taxes, assessments, and easements for utilities, rights-of-way, and drainage easements common to that area, and which would not impair the ability of the Buyer to use the property.

5. **Documents.** The Buyer and Sellers shall deposit in escrow all funds and other documents required prior to the close of escrow which are necessary to comply with the terms and conditions of this Agreement.

6. **Closing.** Escrow shall close on or before the 28th day of February, 2025.

7. **Escrow.** Either prior to or within five (5) days following the execution of this Agreement, the parties shall cause an escrow to be opened at Lawyer's Title Agency, Inc., in Show Low, Arizona, for the purpose of carrying out the provisions of this Agreement.

7.1 Each party agrees to execute escrow instructions and any further instruments which may be necessary to consummate the transaction and effectively convey and assign the subject project from the Seller to the Buyer, and to deposit into escrow all sums and documents which the escrow instructions shall call for, then to deposit from time to time.

7.2 The following documents shall be deposited into escrow on or before closing:

- (a) A Warranty Deed in the customary form to the parcel of property being purchased, duly executed, acknowledged, and recordable, in recordable form sufficient to convey the fee title to the subject property.
- (b) A cash payment of \$100,000.00.

- (c) A standard owner's policy of title insurance issued by a Title Guaranty Company in the amount of the total purchase price, insuring the title of the Buyer to the parcel of the subject property being purchased, subject to the exceptions as set forth in Paragraph 4 above, or as approved by Buyer.

7.3 Buyer and Seller shall pay their portion of customary escrow, title costs and other charges which are charged to Buyer and Seller, respectively, under the existing escrow practices in Navajo County.

7.4 The parties hereto do not intend that either the escrow instructions or the acts or actions of either of the parties in executing the same shall supersede or be construed as superseding this Agreement; but such escrow instructions shall be deemed as merely supplemental to this Agreement as a means of carrying out and consummating the contract provided for in this Agreement.

8. **Passage of Title.** The parties do not intend that title to any of the property which is the subject of this Agreement shall pass from Seller to Buyer or that the title to funds to be deposited in escrow pursuant to this Agreement shall pass from Buyer to Seller until the close of escrow.

9. **Possession of Property.** Buyer shall be entitled to possession of the subject property following close of escrow.

10. **No Assignment.** This Agreement or the subject property shall not be assigned, conveyed, or transferred by Buyer or Seller to any other party without the express prior written consent of either party.

11. **No Warranties.** Buyer agrees that the subject property shall be purchased in an "as-is" and "as-shown" condition, with no representation or warranty of any type or nature being made by Seller. Buyer acknowledges and agrees that it is purchasing the subject property solely upon the basis of its own investigation and not on the basis of any representation, express or implied, written or oral, made by Seller or its agents, partners, co-venturers, or employees. Without limiting the generality of the foregoing, Seller makes no warranty as to the sufficiency of the subject property for Buyer's purposes, the square footage or acreage contained within the subject property, the sufficiency or completeness of any plans for the subject property, the approval by any governmental entity of the plans, plats, zoning, or other development items relating to the subject property, or any improvements on the subject property, except as expressly set forth elsewhere in this Agreement.

14. **Mutual Cooperation.** Each party covenants and agrees that it will cooperate reasonably with the other party to carry out this Agreement.

15. **Proration.** All real estate taxes, and any other item subject to proration, shall be prorated as of the close of escrow.

16. **Entire Contract.** This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing, signed by each of them.

17. **Construction.** This contract shall be construed in accordance with the laws of the State of Arizona. This contract was drafted by Buyer as a matter of convenience only and shall be construed for or against either party on that account.

18. **Notices.** Any notices required to be given to Sellers or Buyer under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the appropriate party at their respective addresses:

If to Seller: Kathryn A. Tschilar
P.O. Box 3320
Show Low, AZ 85902

If to Buyer: City of Show Low
Attn: City Manager
180 N. 9th Street
Show Low, AZ 85901

19. **Time is of the Essence.** The parties acknowledge that the closing dates of escrow are important and agree that time shall be of the essence of the Agreement with reference to such closing date.

20. **Inconsistency.** In the event of any inconsistency between this Agreement and the escrow instructions, this Agreement shall govern.

21. **Binding.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the respective parties hereto.

22. **Attorney's Fees.** If any action is brought by either party in respect of its rights under this Agreement or the closing documents, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the Court.

IN WITNESS WHEREOF, the parties hereunto have signed this agreement the day and year first above written.

BUYER:

SELLERS:

John Leech, Jr., Mayor, City of Show Low

Kathryn A. Tschilar

ATTEST:

APPROVED AS TO FORM:

Rachael Hall, City Clerk

Anna M. Atencio, City Attorney

STATE OF ARIZONA)
) ss
COUNTY OF Navajo)

Subscribed and sworn to before me this _____ day of _____, 2025, by John
Leech Jr., Mayor, City of Show Low.

Notary Public

My Commission Expires: _____

STATE OF ARIZONA)
) ss
COUNTY OF NAVAJO)

Subscribed and sworn to before me this _____ day of _____, 2025, by
Kathryn A. Tschilar, Seller.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

A.P.N. 210-02-013E

Section 17,T10N,R22E: Beg Sw Cor Section 17; Th E Alg Sec Line
1542';Th N25Dg58'30 E 22.23'Tpob; Th N25Dg58'30 E 58.17';Th
N49Dg24'02 E 66.72'; Th N14Dg14'33 E 143.44';Th S22Dg13'10 E 253.98';
Th N89Dg54'03 W 207.47'Tpob // 1964 Casa Roma 16X50 Vin#
S8990Xu&Xx 666-284 //

Subject Property
A.P.N. 210-02-013E
540 E Adams

E ADAMS

N ADAMS PL