



TOWN COUNCIL REGULAR MEETING

Wednesday, July 17, 2024 at 6:00 pm

AGENDA AMENDED 7.15.24

Springerville Town Council Chambers - 418 E. Main St. Springerville, AZ 85938

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the Springerville Town Council and to the general public that the Council will hold a meeting open to the public at the Springerville Town Hall, 418 East Main Street, Springerville, Arizona. The Town Council reserves the right to adjourn into Executive Session in accordance with Arizona Revised Statutes Section 38-431.03 (A)(1)(3)(4) and (7) for legal consultation on any of the following agenda items.

TOWN COUNCIL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

2. INVOCATION:

3. ROLL CALL:

Members of the Town Council or Legal Counsel that are unable to be present in person at a scheduled Council meeting, may participate in the meeting by telephone or video conference.

4. PUBLIC PARTICIPATION:

This portion of the agenda is set aside for the public to address the Council regarding items, whether they are listed on the agenda for discussion or not. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02(H).) Comments are limited to a 3 minute time period.

5. COUNCIL, MANAGER AND STAFF REPORTS:

Summary reports will be given on the items listed and no action will be taken on any matters mentioned in the summary unless listed in the agenda. (A.R.S. 38.431.02(k)

a. Mayor & Council Reports: Summary Updates on committee meetings.

b. Staff Reports: Summary Updates

c. Manager Tim Rasmussen: Summary Updates & presentation(s)

6. CONSENT ITEMS:

a. Consider approval of June 17, 2024 Regular Council Meeting Minutes.

b. Consider approval of the June 26, 2024 Special Council Meeting Minutes.

c. Consider ratification and approval of the accounts payable register from June 11, 2024 through July, 8, 2024.

d. AMENDED 7.15.24 ADDING : RESOLUTION 2024-R004

Consider approval of Resolution 2024-R004, A RESOLUTION OF THE TOWN COUNCIL OF

TOWN OF SPRINGERVILLE APPROVING THE AMENDMENTS TO THE RURAL ARIZONA GROUP HEALTH TRUST AGREEMENT AND DECLARATION OF TRUST DATED JULY 01, 2012.

e. AMENDED 7.15.24 ADDING: IGA NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY

Consider approval of the 2024 IGA with the Northeastern Arizona Law Enforcement Training Academy and the Round Valley Police Department to provide AZPOST training to students sponsored by a Law Enforcement agency.

7. PUBLIC HEARING:

a. CONDITIONAL USE PERMIT APPEAL:

Discussion and possible action to enter into a public hearing to take Council and Public comments on the Conditional Use Permit Appeal. Comments are limited to 3 minutes per person.

b. FISCAL YEAR 2024 / 2025 BUDGET:

Discussion and possible action to enter into a public hearing to take Council and Public comments on the proposed fiscal year 24/25 Budget. Comments are limited to 3 minutes per person.

OLD BUSINESS

NEW BUSINESS

8. CONDITIONAL USE PERMIT APPEAL:

Discussion and possible action regarding the appeal on the conditional use permit for 64 North D Street to be utilized as a mobile home park.

9. FISCAL YEAR 24/25 BUDGET:

Discussion and possible action to adopt the Fiscal Year 24/25 budget as presented.

10. TOURISM TAX COMMITTEE FUND REQUEST:

Discussion and possible action regarding the Tourism Tax fund donation request by the Springerville Eagar Chamber of Commerce for the Artists & Authors Exo.

11. AWARD FOR PESTICIDE SERVICES:

Discussion and possible action regarding the award of pesticide services for Town facilities.

12. MOTOR VEHICLE LEASE: TOWN OF EAGAR

Discussion and possible action regarding the motor vehicle lease with the Town of Eagar for the KME Firetruck.

13. AUGUST MEETING DATE:

Discussion and possible action to change the August meeting date.

14. ADJOURNMENT:

Submitted by: _____

Posted by: _____

Members of the public who only want to provide written comments can express their comments by emailing the Town Clerk at **kmiller@springervilleaz.gov** to be read or summarized during the call to the public. All comments must be submitted by 12:00 p.m. on the day of the meeting.

Americans with Disabilities Act (A.D.A.): The Town of Springerville intends to comply with A.D.A. If you are physically challenged or disabled and need special accommodations to participate in this town meeting, please contact the Town Clerk at (928) 333-2656 ext. 224 forty-eight (48) hours prior to the meeting to arrange necessary accommodations.



Town Council Agenda Staff Report

COMMUNITY SERVICES DEPARTMENT REPORT
July, 2024

June Community Assistance and Senior Services Counts:

Senior & Meal Services		Low Income Assistance Services	
Congregate Meals	340	Food Commodity Box (households)	468
Home Delivered Meals	413	Food Cards	14
Long Term Care Meals	22	Bus Pass	6
Indigent Meals	40	Fuel Cards	16
HEAD START Meals served	0	Utility Assistance	15
Total Meals Served	815		
Senior Equipment	1	Electric Deposits/Rental Assistance	1
Transportation Units	179	Appliance Repair/Replace	0
Volunteer Hours	113	Senior Food Boxes	112

Nutrition Education Program

Location	Age Group	Curriculum	# Participants	# Classes
Senior Center	Seniors	Nut Ed/ Food Demo	22	2



Town Council Agenda Staff Report

Round Valley Community Services & Senior Center

It's
JULY
isn't
y'all!

Senior News

Robin Aguero, Director

356 S. Papago St., Springerville, AZ

928-333-2516



The Wellness Benefits of the Great Outdoors

With Summer here and cabin fever at an all-time high, we can now look forward to the many wellness benefits associated with getting outdoors.

"The physiological response to being outside in nature is real, and it's measurable," said Michelle Kondo, a research social scientist with the USDA Forest Service's Northern Research Station. "There are many physical and psychological benefits of nature that scientists have observed, which can better help us understand how nature supports wellness in the body, mind and community."

1. Physical Wellness

Being outside in green spaces supports an active and healthy lifestyle, which has shown to increase life expectancy, improve sleep quality and reduce cancer risk.

"Many of the benefits afforded to us by green spaces partially result from more opportunities to be active," said Kondo. "Being in outdoor green spaces can increase a person's motivation, too."

Studies also show that being outside in nature is relaxing, reducing our stress, cortisol levels, muscle tension and heart rates – all of which are risk factors for cardiovascular disease.

The Wellness Benefits of the Great Outdoors

2. Mental Wellness

There are many mental wellness benefits associated with being outside in green spaces, such as lower risk of depression and faster psychological stress recovery. Studies have shown that being in nature can restore and strengthen our mental capacities, increasing focus and attention.

"This togetherness is especially important for us now," said Kondo. "We are finding that isolation is a killer, and that the outdoors really provides that space for us to come together under trees or to walk together along trails."

3. Wellness in the Community

Access to nature can benefit entire communities such as reducing environmental stressors commonly found in cities: air pollution, noise, and heat.

Nature in densely populated areas has also been shown to affect how people interact with one another. "We've found in neighborhoods that receive tree plantings or other greening initiatives, that people tend to have better attitudes towards their neighbors," said Kondo, "which in turn often results in better relationships."

"Wellness is holistic in that it is comprised of physical and mental health as well as the health of our communities," said Kondo. "All of these benefits add up and reduce adverse impacts on our bodies and have restorative characteristics. So, get outdoors and enjoy nature's gift of wellness."

Adapted from: <https://www.fs.usda.gov/features/wellness-benefits-great-outdoors>



Town Council Agenda Staff Report



4th of July Easy Potluck Recipes



Deviled Eggs



- 6 large boiled eggs
- ¼ cup Greek yogurt
- 1 teaspoon Dijon mustard
- ½ teaspoon garlic powder
- Paprika, for sprinkling
- 2 teaspoons chopped chives, for garnish

Peel the eggs and slice them in half from top to bottom.

Using a small spoon, scoop out the cooked egg yolks and put them into the bowl of a small food processor fitted with a blade.

Add the yogurt, mustard, garlic powder, and a big pinch of salt. Pulse several times until the mixture is fluffy and well-combined.

Fill the egg white halves with the deviled egg mixture, divide evenly.

Sprinkle with the paprika, then garnish with chives. Serve immediately, or store in an airtight container in the fridge for up to 2 days.

HEALTHY CHICKEN SALAD RECIPE

- 2 cooked chicken breasts, shredded
- 1/4 cup mayonnaise
- 1/4 cup onion, finely diced
- 1/4 cup red grapes, sliced
- 2 ribs of celery, diced
- 2 tbsp. almond slivers
- 3 tsp. tarragon
- juice from 1 fresh lemon
- salt and pepper to taste

Add all the ingredients to a mixing bowl. Mix well. You may serve this warm or chill before serving. It's great both ways. Serve over a bed of mixed greens or in a whole grain roll.

TOMATO CUCUMBER SALAD

- ½ purple onion thinly sliced
- 2 cucumbers peeled and thinly sliced
- 2 tablespoons red wine vinegar
- 4 large tomatoes
- ¼ cup good olive oil
- 2 tablespoons chopped fresh basil
- coarse sea salt and freshly ground pepper to taste
- Optional Add-ins: Feta Cheese, olives, avocados, bell peppers, radishes



- Add onion and cucumber to large bowl and toss with vinegar. Let sit while you prepare the rest of the ingredients.
- Cut tomatoes into thin wedges and add to bowl with cucumbers and onions. Add olive oil, basil, salt and pepper and toss.



Red, White and Blue Berries and Cream Recipe

- 2 cups strawberries quartered
- 1 cup blueberries
- 1 can full fat coconut milk (13.5 oz.) refrigerated overnight
- ½ teaspoon vanilla extract optional
- stevia, honey, or maple syrup, optional to taste

1. Open bottom of can of coconut milk and pour off liquid. Scoop coconut cream into large bowl and whip to consistency of whipped cream. Whip in vanilla and sweetner, if using.
2. Layer blueberries, coconut cream and strawberries in a clear glass.

Parmesan Garlic Grilled Corn

- 4 ears fresh corn
- 4 tablespoons (60 grams) unsalted butter
- 2 cloves garlic peeled and grated or minced
- Salt and pepper to taste
- 1 ounce (28 grams) freshly grated Parmesan cheese
- Fresh parsley, finely chopped



Preheat grill to 350-400°F. Remove most of the husks on the corn and leave the innermost layer intact. Pull them back just enough to remove the silks, then place back over the corn. Place corn on preheated grill. Cook, turning once or twice until kernels are bright yellow, 15-20 minutes.

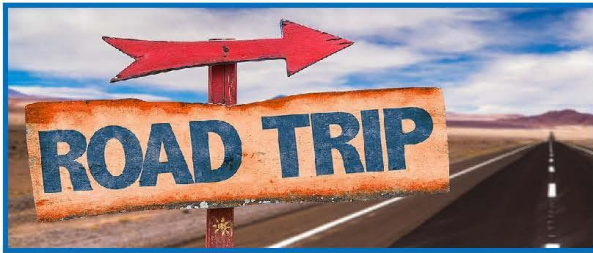
Place the butter in a small heat-safe bowl. Microwave until the butter is melted, about 30 seconds to 1 minute. Stir in the garlic, salt, and pepper.

Remove remaining husks and brush the corn kernels with melted garlic butter while still hot. Sprinkle with plenty of Parmesan cheese and parsley. Serve immediately.





Town Council Agenda Staff Report



**THUNDER
RACEWAY
JULY 12th**



**Hummingbird
Festival
July 29th**



Local Transportation available through-
out **Springerville and Eagar**
Monday - Thursday

Wheel Chair Accessible

Requested Donation: \$2.50/ One Way \$5.00/ RT

Show Low : 1st and 3rd Fridays
\$15 Charge for Round Trip
Or Bus Pass required.

Call 24 hours in advance: 928-245-2528

Round Valley Community Services & Senior Center
356 S. Papago St., Springerville, AZ 85938
928-333-2516

Meals for Seniors



Meals on Wheels
for Homebound
Seniors

Congregate Dining
Monday - Thursday
11:30am



Private Pay
meals available for seniors
Call us for information

LEARN HOW TO MAKE

AUTHENTIC MEXICAN FOOD

with Tomasa

9:00 am on the
following
Tuesdays:

June 11th

July 9th

August 13th



RSVP Required
928-333-2516 (Option 5)



Town Council Agenda Staff Report



Come join us at the Round Valley Community

Services & Senior Center

Monday—Thursday

7:00 am—2:00 pm



Lunch served at 11:30

**Salad Bar w/ meals
Every Wednesday**

NEVER MISS A NEWSLETTER

Want to receive a copy of our newsletter via email each month, send an email

TO: raguero@springervilleaz.gov

SUBJECT: Email Newsletter



Drive -Thru

Every Tuesday

10:00 am—12:30 pm

356 S. Papago St.

Springerville

**Senior Food
Boxes**

**2nd Tuesday of each
month**

For information :

Robin Aguero

333-2516 (Option 4)



Cooking Demo



with Tomasa Lozoya

Tuesday, JULY 23rd, 10:00am



Town Council Agenda Staff Report



MENU – JULY, 2024

Lunch Served at 11:30 a.m.

Recommended Donation - \$6 per meal. Please donate what you can afford.

Monday	Tuesday	Wednesday	Thursday
<p>1</p> <p>Egg Salad Sandwich Cole Slaw w/ Cabbage & peppers Minestrone Soup WG Bread Strawberries</p>	<p>2</p> <p>Meat Loaf Mashed Potatoes Sliced Tomatoes Seasoned Carrots WW Bread Tropical Fruit</p>	<p>3</p> <p>Herb Baked Chicken Green Beans Romaine Salad Cornbread Orange</p>	<p>Closed</p> 
<p>8</p> <p>Turkey & Cheese Sandwich Glazed Beets Broccoli <i>Orange</i></p>	<p>9</p> <p>Salisbury Steak Mashed Potatoes w/ gravy, Roll Steamed Carrots Peaches</p>	<p>10</p> <p>Chicken Taquitos Pinto Beans Lettuce/Tomato Fruit Cocktail</p>	<p>11</p> <p>Pork Roast Mashed Potatoes/Gravy Bread Spinach Applesauce</p>
<p>15</p> <p>Beef Tacos w/ Cheese Lettuce & Tomato Pears</p>	<p>16</p> <p>Oven Fried Chicken/Roll Mashed Potatoes Steamed Carrots Pineapple</p>	<p>17</p> <p>Beef Chili w/ Hamburger Bread Broccoli Peaches</p>	<p>18</p> <p>Hamburger Casserole Roll, Green Beans Lettuce/Tomato Mandarin Oranges</p>
<p>22</p> <p>Grilled Cheese Tomato Soup Southwest Veggies Bread Peaches</p>	<p>23</p> <p>Baked Ham Seasoned Carrots Mashed Potatoes & Gravy WG Roll Pineapple</p>	<p>24</p> <p>Chicken Fajitas Onions & Peppers Sliced Tomatoes Tortilla Orange</p>	<p>25</p> <p>Sloppy Joes Broccoli Salad Peas/Carrots Tropical Fruit</p>
<p>29</p> <p>Tuna Salad Sandwich White Bean Soup Green Beans Strawberries & Bananas</p>	<p>30</p> <p>Spaghetti / Meat sauce Corn Mixed Green Salad Garlic Bread Fruit Cocktail</p>	<p>31</p> <p>BBQ Chicken Legs Sweet Potatoes Broccoli Roll Oranges</p>	

Services are funded by the Older Americans Act, SSBG funds and the State of Arizona. Funding is allocated on a regional basis from the Arizona Department of Economic Security, Division of Aging and Adult Services (DAAS) to Area Agencies on Aging. Eligibility for programs: Seniors or adults with disabilities. Additional requirements may vary by program. Client contributions are encouraged and are vital for continuation of the programs. Language assistance and alternate forms of communication are available upon request Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975. Area Agency on Aging NACOG prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. Area Agency on Aging NACOG must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities.



Town Council Agenda Staff Report



Town Council Agenda Staff Report

Report for June 2024

Springerville Heritage Center & Casa Malpais Archaeological Park Community Event Planning

- We did not have any school or large groups in the month of June so the visitor count fell slightly. There were approximately 368 visitors to the museum.
- There were 91 tours of Casa in June with revenue generated in the amount of \$952.
- I am in the process of ordering the two new large metal inserts for the sign in front of the museum with updated information. The small signs with the hours of operation were replaced the end of last year.
- We received approval from our insurance company for inflatable coverage for Fall Fest so we are moving forward with planning the event. We have 5 food trucks secured for this year's event as well as 4-5 face painters (which are always a huge draw at the event.) I will be ordering several inflatable games to take the place of the Amazon games that have, or are, falling apart after two years of use. The inflatable games should last for many years.
- I will be ordering new large fall banners. I have already contacted the supplier. We will be decorating Main Street with the straw bales, corn stocks and flowers this year. I will be ordering more straw bales so that we can decorate further through downtown. The banners will be placed throughout town, as usual.

**ROUND VALLEY POLICE DEPARTMENT**

Page 1

INCIDENTS BY INCIDENT TYPE**JUNE 2024**

07/01/2024

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYPE
1016	Mental Subject	3
1021	Phone Message	2
1054	Intoxicated Person	2
415	Fight	3
961	T/A No Injuries	8
961PP	T/A Private Property	4
962	T/A With Injuries	1
AA	Airplane Accident	1
ABDV	Abandoned Vehicle	2
AC	Animal Call	24
ALARM	Burglary Alarm	3
AMB	Ambulance Call	2
AOA	Assist Other Agency	3
ASLT	Assault	1
BURG	Burglary	2
C34	MOTORIST ASSIST	2
CA	CHILD ABUSE/NEGLECT	2
CD	CRIMINAL DAMAGE	4
CIVIL	CIVIL MATTER	3
CT	CRIMINAL TRESPASS	9
DIST	DISTURBANCE	9
DMVIOL	DOMESTIC VIOLENCE	7
DOGBITE	DOG/ANIMAL BITE	1
DRUGS	DRUG CALLS	2
DUI	DRIVE UNDER INF	2
FIRE	FIRE CALL	1
FOLUP	FOLLOW UP TO DR	5
FRAUD	FRAUD/FRAUD SCHEMES	2
H/R	HIT AND RUN	1
HARAS	HARASSMENT	2
INDEXP	INDECENT EXPOSURE	1
INFO	MISC INFORMATION	5
JUV	OTHER JUV CALLS	6
LIT	LITTERING	2
MISC	MISC CALLS FOR SVC. (OTHER)	4
MISS	MISSING PERSON	2
OPEN	OPEN DOOR/WINDOW	2
OUT/W	OUT WITH SUBJ/VEH	2
RAJ	RUNAWAY JUVENILE	3
RECK	RECKLESS DRIVING	6
SC	SECURITY CHECK	21
SHOTS	SHOTS FIRED	2
SPEC	SPECIAL ASSIGNMENT	1
STPROP	STOLEN/REC PROP	5



ROUND VALLEY POLICE DEPARTMENT

**INCIDENTS BY INCIDENT TYPE
JUNE 2024**

07/01/2024

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYPE
STVEH	STOLEN VEHICLE	1
SUI	SUICIDE/ATT SUICIDE	2
SUS	SUSP ACTY/PERS/VEH	13
THEFT	THEFT/SHOPLIFT	3
THREAT	THREATENING	4
TRF	TRAFFIC CALLS/STOPS	86
VOP	VIOL ORD PROTECT	2
WAR	WARRANT ARREST/SVC	1
WELCHK	WELFARE CHECK	7
XPORT	10-15 TRANSPORT	2
Total Incidents		296



Round Valley Police Department

“Respect for Our Past, Confidence in Our Future.”



Chief Dayson Merrill

Town Council Agenda Staff Report

Round Valley Police Department Agenda Items and staff report

Round Valley Police Department June 2024

Total Incidents	296
Calls for Service	138
Officer Initiated Incidents	158
Traffic Stops	86
Other OIA Incidents	72
Bus/Building checks	21
Total Officer Cases	56
Accident	5
Civil	0
Crime	28
Death	0
Total Misdemeanor & Felony Arrests	21
Misdemeanor Arrests	16
Adult	15
Juvenile	1
Felony Arrests	5
Adult	5

Juvenile	0
Citations	26
City Code Violation	1
Civil - Moving Violation	9
Civil - Non-Moving Violation	4
Criminal - Moving Violation	3
Criminal Violation	9

1. General Information

June 6, Participated in the health screening.
 June 6, PSPRS Training
 June 21, Mat Ryan academy graduation
 Three police Cadent backgrounds completed
 Three academy seats were awarded.

CURRENT SWORN

Chief Merrill
 Lt. Bevington
 Sgt. Holmes
 Sgt. Gleeson
 Officer Thomas Scruggs
 Officer Sidney Aragon
 Officer Mat Ryan

RESERVE OFFICERS

None

VOLUNTEERS

Six (5)

Animal Control

Michael Fortado

HIRING PROCESS UPDATE:

LATERALS (interviewed and in the process to be hired)

Currently working on one lateral that has been interviewed and, in the hiring, process.

RECRUITS

Scheduled to start the academy

- Cole Roosma (Entry level) Currently lives in Show Low, AZ. Panel interview, physical abilities test and written exam completed, and is moving on to background investigations. Scheduled to start the Academy on July 22, 2024
- Simeon Rivera (Entry level) Panel interview, physical abilities test and written exam completed, and is moving on to background investigations. Scheduled to start the Academy on July 22, 2024
- John Rippy (Entry Level) Panel interview, physical abilities test and written exam completed, and is moving on to background investigations. Scheduled to start the Academy on July 22, 2024

Dayson Merrill

Chief of Police

Round Valley Police Department

Town of Springerville

418 E. Main Street

Springerville, AZ 85938

dmerrill@springervilleaz.gov

Office (928) 333-4240



**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 07/17/2024
SUBJECT: Consent Items

SUGGESTED MOTIONS:

I move we approve consent items 6a, 6b, 6c, 6d, and 6e as presented.

Or I move we do not approve this item.

Or I move we table this item.

STAFF REPORT:

See attachments



TOWN COUNCIL REGULAR MEETING

Minutes

Wednesday, June 19, 2024 at 6:00 pm

**Springerville Town Council Chambers - 418 E. Main St. Springerville, AZ
85938**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the Springerville Town Council and to the general public that the Council will hold a meeting open to the public at the Springerville Town Hall, 418 East Main Street, Springerville, Arizona. The Town Council reserves the right to adjourn into Executive Session in accordance with Arizona Revised Statutes Section 38-431.03 (A)(1)(3)(4) and (7) for legal consultation on any of the following agenda items.

TOWN COUNCIL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Reidhead called the meeting to order at 6:00 p.m. Barry Williams led the pledge of allegiance.

2. INVOCATION:

Minutes:

Terry Shove offered the invocation.

3. ROLL CALL:

Minutes:

The Town Clerk completed the Roll Call.

Present: Shelly Reidhead, Mayor; Richard Davis, Vice-Mayor; Douglas Henderson, Councilor;

Donald Scott, Councilor; Florencio Lozoya, Councilor

A quorum is present.

4. PUBLIC PARTICIPATION:

Minutes:

Terry Shove reported on the Lava Run Wind and Solar Farm meeting held on the 18th. The meeting was well attended and interesting. She reported the school has sold the first half of their bonds. They have a good bond rating. They will be able to access that money on the 1st of July.

The first project will be addressing any safety concerns. They plan to purchase new furniture for the elementary and high schools. They are hoping to repave the auditorium and elementary school

parking lots and improve the audio system in the auditorium. She reported that 1st grade will be moving to the primary school and 5th grade will be moving to the elementary school. Lastly, she reported on the passing of former Councilor Phelps Wilkins, services will be held on Saturday at noon.

5. COUNCIL, MANAGER AND STAFF REPORTS:

a. Mayor & Council Reports: Summary Updates on committee meetings.

Minutes:

Councilor Henderson reported on the success of the Aviation Expo. The profits go to the animal rescue; this was their best year yet. He thanked the Hills for putting on this event and public works. He also thanked public works for their help with getting a disabled plane off of the runway.

Councilor Lozoya reported that they have moved first grade and fifth grade back into the elementary and primary schools.

Mayor Reidhead reported she met with Senator Kelly's people and is asking for their help in stopping the wind farm project. She is also trying to get our parade route back to normal. She reported on attending the senior center BBQ.

b. Manager Tim Rasmussen: Summary Updates & presentation(s)

Minutes:

Manager Rasmussen explained it is Kelsi Millers 10 year employment anniversary with the Town, the Mayor presented her with an appreciation gift. Manager Rasmussen reported that the Round Valley Fire Department is already gearing up for the 4th of July fireworks and doing some fire prevention measures. We have been receiving calls from the public regarding a fire behind Flat Top Mountain. There is no fire there, it is south of Alpine. He reported on open positions and interviews for the airport will be held on Monday. He explained what the water model is and that it is 95% completed. He updated that Public Works is almost done with getting everything ready for auction. He has spoken with the residents of El Cajon Circle and Hacienda, they have been able to find a solution for the two garages. Public Works was able to help move one of the sheds on the easements. He has offered the help of the Town to everyone in that area if it is something we have the equipment to move. He further explained not only is this necessary for this project but also when CommNet runs their fiber lines. The town is trying to prevent future problems.

c. Staff Reports: Summary Updates

Minutes:

Stormy Palmer, Planning and Zoning Director reported she has received a rezone application and will be advertising a public hearing for both Council and the Planning and Zoning Commission.

Robert Pena, Public Works Director reported that Sandy Rupp has started with the department and is gearing up for all the work that comes with the new budget season. Public Works has been very busy but running well.

Lieutenant Bevington reviewed the statistics for the Police Department for the month of May. These stats included 16 arrests, 9 being a felony and 29 civil citations. He reported

Cadet Ryan will graduate from the police academy on Friday. We will be sending 3 more cadets to the academy on July 22nd and Officer Aragon will be finishing FTO on Thursday.

6. CONSENT ITEMS:

Minutes:

ACTION: Motioned by Councilor Doug Henderson, seconded by Councilor Don Scott to approve consent items 6a, 6b, and 6c as presented.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

- a. Consider approval of the May 15, 2024 Regular Council Meeting Minutes.
- b. Consider approval of the May 29, 2024 Town Council Work Session minutes.
- c. Consider ratification and approval of the accounts payable register April 10, 2024 through June 10, 2024.

7. SERVICE AWARD AND RECOGNITION OF RETIRED FIRE CHEIF SADLER:

Minutes:

PRESENTATION: Former Fire Chief Robert Pena Jr. presented this item to former Fire Chief Max Sadler of the Springerville Fire Department. The presentation included a formal retirement recognition and plaque of appreciation to Max Sadler for 38 years of service to the Springerville Fire Department. Mr. Pena shared stories of Chief Sadlers career including some of the fires, musters, awards, former employees, and many years of successes. Council and the public watched a power point presentation with pictures and memories of Mr. Sadlers career. Max thanked his family, friends, and former staff. He explained he loved what he did and thanked the Town for the recognition. Leon Hinshaw also spoke and thanked Chief Sadler for his dedication and mentorship over the years.

NEW BUSINESS

8. 578 N. MAIN STREET:

Minutes:

DISCUSSION: Manager Rasmussen reported that we put 578 North Main Street out for sealed bids with the Town of Eagar. We received one bid back which was for \$155,000. The appraisal established that the fair market value for this property is \$250,000. Eagar sent the bidders a letter letting them know they did not meet the minimum bid amount. Staff is now asking how the council would like to proceed.

DIRECTION: Council asked staff to put the building back out for bid and have a sign placed Infront of it this time.

9. AUTOMATED METER READING EQUIPMENT:

Minutes:

DISCUSSION: Public Works Director, Robert Pena reported that we received two very competitive sealed bids for the AMR meters, Aquaflow and Fortiline. We worked with the engineers to review the bids for completeness and both bids were complete. Based on our

evaluation with the engineers we are recommending that the award be made to the lowest responsive and responsible bidder, Aquaflow Solution, Inc. at the submitted lowest base bid price of \$314,068.21 funded by the WIFA Grant.

ACTION: Motioned by Councilor Doug Henderson, seconded by Councilor Florencio Lozoya to move forward with awarding this project to Aquaflow Solution, Inc. and authorizing staff to execute the construction contract.

Vote results:

Ayes: 5 / Nays: 0

10. RESOLUTION 2024-R003: CFO DESIGNATION

Minutes:

ACTION: Motioned by Councilor Don Scott, seconded by Vice-Mayor Richard Davis to approve Resolution 2024-R003, regarding designating Heidi Wink as the Chief Fiscal Officer for fiscal Year 2025.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

11. TENTATIVE BUDGET:

Minutes:

ACTION: Motioned by Councilor Doug Henderson, seconded by Vice-Mayor Richard Davis to adopt the fiscal year 24/25 tentative budget for the Town of Springerville as presented.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

12. NATIONAL OPIOID SETTLEMENT: KROGER

Minutes:

FIRST ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Don Scott to enter into executive session for item 12 at 6:58 p.m.

First Vote results: Ayes: 5 / Nays: 0

Council Convened back into regular session at 7:10 p.m.

SECOND ACTION: Motioned by Councilor Doug Henderson, seconded by Vice-Mayor Richard Davis to participate and authorize staff to execute the New National Opioid Settlement with Kroger.

Second Vote results: Ayes: 5 / Nays: 0

13. NOTICE OF COMPLAINT & DEMAND: ROAF

Minutes:

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Don Scott to enter into executive session at 7:11 p.m. for item 13.

Council convened out of executive session and back into regular session at 7:32 p.m.

Vote results:

Ayes: 5 / Nays: 0

14. ADJOURNMENT:

Minutes:

The meeting was adjourned at 7:32 p.m.

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller, Town Clerk

I hereby certify that the foregoing is a true and copy of the minutes of the Springerville Town Council in a Regular Council Meeting on _____. I further certify that the meeting was duly called and a quorum was present.

Dated this _____ day of _____, 2024

_____. Kelsi Miller, Town Clerk

Members of the public who only want to provide written comments can express their comments by emailing the Town Clerk at **kmiller@springervilleaz.gov** to be read or summarized during the call to the public. All comments must be submitted by 12:00 p.m. on the day of the meeting.

Americans with Disabilities Act (A.D.A.): The Town of Springerville intends to comply with A.D.A. If you are physically challenged or disabled and need special accommodations to participate in this town meeting, please contact the Town Clerk at (928) 333-2656 ext. 224 forty-eight (48) hours prior to the meeting to arrange necessary accommodations.



TOWN COUNCIL SPECIAL MEETING

Minutes

Wednesday, June 26, 2024 at 6:00 pm

**Springerville Town Council Chambers - 418 E. Main St. Springerville, AZ
85938**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the Springerville Town Council and to the general public that the Council will hold a meeting open to the public at the Springerville Town Hall, 418 East Main Street, Springerville, Arizona. The Town Council reserves the right to adjourn into Executive Session in accordance with Arizona Revised Statutes Section 38-431.03 (A)(1)(3)(4) and (7) for legal consultation on any of the following agenda items.

TOWN COUNCIL SPECIAL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Reidhead called the meeting to order at 6:02 p.m. and led the pledge of allegiance.

2. ROLL CALL:

Minutes:

Present: Shelly Reidhead, Mayor; Richard Davis, Vice-Mayor; Douglas Henderson, Councilor; Donald Scott, Councilor; Florencio Lozoya, Councilor

A quorum is present.

3. LITTLE COLORADO RIVER ADJUDICATION:

a. EXECUTIVE SESSION:

Minutes:

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor to enter into executive session at 6:03 p.m. for item 3.

The council convened out of Executive Session and back into Regular Session at 7:09 p.m.

Vote results:

Ayes: 5 / Nays: 0

b. DISCUSSION AND POSSIBLE ACTION TO ON THE NORTHEASTERN ARIZONA INDIAN WATER RIGHT SETTLEMENT AGREEMENT:

Minutes:

ACTION: Motioned by Vice Mayor Richard Davis, seconded by Councilor Don Scott to

approve the Northeastern Arizona Indian Water Rights Settlement Agreement and to authorize the Mayor, the Clerk, and the Attorney to execute the Agreement upon satisfaction of the following conditions: 1. Brown & Brown Law Offices is satisfied that issues related to participation by the United States and the Tribes in the Little Colorado River Adjudication have been resolved. 2. Brown & Brown Law Offices is satisfied that any amendments to the Agreement are acceptable. 3. The Exhibits to the Agreement, including the LCR Judgement and Decree, are acceptable to Brown & Brown Law Offices. 4. Brown & Brown Law Offices is satisfied that the Congressional Legislation implementing the Agreement is acceptable.

Vote results:

Ayes: 5 / Nays: 0

4. ADJOURNMENT:

Minutes:

The meeting was adjourned at 7:14 p.m.

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller, Town Clerk

I hereby certify that the foregoing is a true and copy of the minutes of the Springerville Town Council in a Special Meeting on _____. I further certify that the meeting was duly called and a quorum was present.

Dated this _____ day of _____, 2024

_____. Kelsi Miller, Town Clerk

Members of the public who only want to provide written comments can express their comments by emailing the Town Clerk at kmiller@springervilleaz.gov to be read if their is a call to the public. All comments must be submitted by 5:00 p.m. on the day of the meeting.

Americans with Disabilities Act (A.D.A.): The Town of Springerville intends to comply with A.D.A. If you are physically challenged or disabled and need special accommodations to participate in this town meeting, please contact the Town Clerk at (928) 333-2656 ext. 224 forty-eight (48) hours prior to the meeting to arrange necessary accommodations.



418 E. Main Street, Springerville, AZ 85938 • Phone (928)333-2656

Council Meeting July 17, 2024

Check Register

06/11/24 thru 07/08/24 Accounts Payable Expenses	\$280,102.45
Pay Period Months June 2024	\$274,033.00
ACH Payments 06/11/24 thru 07/08/24	\$4,078.00
Total Expensed Dollar Amount for Consent Agenda	\$558,213.45
Total Revenue Received 06/11/24 thru 07/08/24	\$338,210.26
Balances on all cash accounts as of July 08, 2024	
Checking Account	\$7,383,943.38
LGIP Savings	\$4,644,433.51

Report Criteria:
 Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/12/2024	101753	Albertsons / Safeway	M&C: Water PO#12754	16.48	01-105-5030
Total 101753:				16.48	
06/12/2024	101754	Arizona Law Enforcement Radar Technology	PD: Annual Radar Re-Certification and Testing PO#12764	1,559.79	01-130-5061
Total 101754:				1,559.79	
06/12/2024	101755	Ascent Aviation Group, Inc.	O-Rings and Elements	885.14	04-180-5061
Total 101755:				885.14	
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	63.00	01-160-5077
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor - HURF	147.00	02-170-5077
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor - Water	84.00	10-210-5077
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor - Sewer	63.00	11-215-5077
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor - Head Start	63.00	20-260-5077
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	54.00	01-160-5077
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor - HURF	126.00	02-170-5077
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor - Water	72.00	10-210-5077
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor - Sewer	54.00	11-215-5077
06/12/2024	101756	AZ Dept of Corrections	Inmate Labor - Head Start	54.00	20-260-5077
Total 101756:				780.00	
06/12/2024	101757	AZ Muni Risk Retention Pool	PD trailer insurance/liability	58.00	01-130-5053
Total 101757:				58.00	
06/12/2024	101758	Blue Hills Env Assn Inc.	AC - June 2024 Services	31.33	01-135-5018
06/12/2024	101758	Blue Hills Env Assn Inc.	Big Maint - June 2024 Services	106.66	01-145-5018
06/12/2024	101758	Blue Hills Env Assn Inc.	Park - June 2024 Services	59.66	01-160-5018
06/12/2024	101758	Blue Hills Env Assn Inc.	HURF - June 2024 Services	48.33	02-170-5018
06/12/2024	101758	Blue Hills Env Assn Inc.	AP - June 2024 Services	56.33	04-180-5018
06/12/2024	101758	Blue Hills Env Assn Inc.	Water - June 2024 Services	48.33	10-210-5018
06/12/2024	101758	Blue Hills Env Assn Inc.	Sewer - June 2024 Services	85.83	11-215-5018
06/12/2024	101758	Blue Hills Env Assn Inc.	SC HeadStart - June 2024 Services	85.83	20-260-5018

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101758:				522.30	
06/12/2024	101759	Caselle, Inc	Hosted Live Caselle (June 2024 billing) PO#12841	579.00	01-120-5027
Total 101759:				579.00	
06/12/2024	101760	Icon Solutions	Water Dist. Operator of Record- May 2024 PO#12821	2,000.00	10-210-5012
Total 101760:				2,000.00	
06/12/2024	101761	J Tice CPA PC (Jeffery S Tice CPA PC)	Legal Consulting - May 2024 PO#12822	6,138.75	01-106-5012
Total 101761:				6,138.75	
06/12/2024	101762	Lowes Business Acct/Synchs	AP: Grease Gun PO#12438	150.19	04-180-5073
06/12/2024	101762	Lowes Business Acct/Synchs	AP: Shelving x3 PO#12438	450.55	04-180-5058
Total 101762:				600.74	
06/12/2024	101763	Muth PLS, Daniel R	WW: Utility Easement Doc Prep: 1st to 2nd A to E st PO#12617	750.00	11-215-5012
06/12/2024	101763	Muth PLS, Daniel R	W: Parcel Survey Williams Dr (105-18-015P) PO#12617	2,550.00	10-210-5012
Total 101763:				3,300.00	
06/12/2024	101764	Napa Auto Parts	HURF: Tire Valve PO#12653	151.74	02-170-5024
06/12/2024	101764	Napa Auto Parts	HURF: Grease Gun PO#12653	41.47	02-170-5061
06/12/2024	101764	Napa Auto Parts	HURF: Oil PO#12653	154.78	02-170-5028
06/12/2024	101764	Napa Auto Parts	SC: Lift Cylinders - Back Window PO#12653	106.02	16-240-5024
06/12/2024	101764	Napa Auto Parts	HURF: Air/Oil/Fuel Filters PO#12653	103.85	02-170-5061
06/12/2024	101764	Napa Auto Parts	HURF: Tire Sealant PO#12653	82.89	02-170-5061
06/12/2024	101764	Napa Auto Parts	HURF: Regulator PO#12653	111.93	02-170-5061
06/12/2024	101764	Napa Auto Parts	PD: Brakes/Rotors PO#12653	407.01	01-130-5024
06/12/2024	101764	Napa Auto Parts	Water: Oil/Oil Filters PO#12653	87.35	10-210-5024
06/12/2024	101764	Napa Auto Parts	HURF: Gauge Water Temp PO#12653	71.98	02-170-5061
06/12/2024	101764	Napa Auto Parts	HURF: Fluid Filters/Seals/Filters/Oil PO#12653	313.37	02-170-5061
06/12/2024	101764	Napa Auto Parts	HURF: Fluid Filter/Anti Freeze PO#12653	152.86	02-170-5061
06/12/2024	101764	Napa Auto Parts	HURF: Oil/Fluid Filter/ Air Filter PO#12653	392.02	02-170-5024
06/12/2024	101764	Napa Auto Parts	HURF: Brake Hose/ Couplings PO#12653	30.06	02-170-5024
06/12/2024	101764	Napa Auto Parts	HURF: Spark Plugs PO#12653	38.23	02-170-5061
06/12/2024	101764	Napa Auto Parts	SC: Engine Cooling Clutch PO#12653	231.72	16-240-5024
06/12/2024	101764	Napa Auto Parts	W: Oil Filter/Oil/ Gaskets PO#12653	50.07	10-210-5024

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/12/2024	101764	Napa Auto Parts	HURF: Gear Box PO#12653	861.91	02-170-5061
Total 101764:				3,389.26	
06/12/2024	101765	RAGHT	June 2024 Premiums - PR Withholdings	4,281.72	01-000-2020
06/12/2024	101765	RAGHT	June 2024 Premiums - Admin	841.60	01-115-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - Finance	2,195.28	01-120-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - P&Z	834.10	01-125-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - PD	10,684.95	01-130-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - AC	830.35	01-135-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - Water	3,352.28	10-210-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - Sewer	2,739.52	11-215-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - UofA SNAP	830.35	55-430-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - Bldg Maint	1,145.45	01-145-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - HC	874.42	01-150-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - Shop	615.55	01-155-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - Park	51.46	01-160-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - HURF	3,540.98	02-170-5004
06/12/2024	101765	RAGHT	June 2024 Premiums - SC	1,531.02	03-175-5004
Total 101765:				34,246.11	
06/12/2024	101766	Rim Country Mechanical, Inc.	Bldg Maint: HVAC Diagnostic Charge PO#12789	139.00	01-145-5062
Total 101766:				139.00	
06/12/2024	101767	Sierra Propane	May 2024 Propane - SC	232.67	16-240-5022
06/12/2024	101767	Sierra Propane	May 2024 Propane - AC	168.09	01-135-5022
06/12/2024	101767	Sierra Propane	May 2024 Propane - AP	329.89	04-180-5022
06/12/2024	101767	Sierra Propane	May 2024 Propane - TH	479.77	01-145-5022
Total 101767:				1,210.42	
06/12/2024	101768	Springerville Auto Wreckers	PD: Move 7 Vehicles to Impound Yard PO#12766	400.00	01-130-5070
Total 101768:				400.00	
06/12/2024	101769	The Rigg Law Firm PLLC	Prosecution Fees - May 2024	1,020.00	01-106-5068
Total 101769:				1,020.00	
06/12/2024	101770	Barbara Gannon	Deposit Refund Water on Final bill 40385008 PO#12824	42.56	10-000-2025

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/12/2024	101770	Barbara Gannon	Deposit Refund Sewer on Final bill 40385008 PO#12824	10.18	11-000-2025
Total 101770:				52.74	
06/12/2024	101771	Sandi Taylor	Deposit Refund Sewer on Final bill 50525004 PO#12825	25.00	11-000-2025
06/12/2024	101771	Sandi Taylor	Deposit Refund Water on Final bill 50525004 PO#12825	25.00	10-000-2025
Total 101771:				50.00	
06/12/2024	101772	Valley Auto Parts	Parks: Grinding Wheel x2/Welding Rod (INV#40261) PO#12519	66.52	01-160-5062
06/12/2024	101772	Valley Auto Parts	Parks: Acetylene Exchange (INV#40271) PO#12519	119.09	01-160-5062
06/12/2024	101772	Valley Auto Parts	Parks: Gloves x3 (INV#40406) PO#12519	45.27	01-160-5062
Total 101772:				230.88	
06/19/2024	101775	Aflac	May 2024 UY855	563.40	01-000-2024
Total 101775:				563.40	
06/19/2024	101776	Apache Co Treasurer	May 2024 Docket Fees	6.66	01-000-2011
Total 101776:				6.66	
06/19/2024	101777	Axon Enterprises	Officer Safety Plan 10 - BWC & Taser PO#12763	32,459.82	01-130-5027
Total 101777:				32,459.82	
06/19/2024	101778	AZ Dept of Corrections(M)	Inmate Milage-Parks & Cemetary	42.05	01-160-5077
06/19/2024	101778	AZ Dept of Corrections(M)	Inmate MilageHURF	98.12	02-170-5077
06/19/2024	101778	AZ Dept of Corrections(M)	Inmate Milage-Water	56.07	10-210-5077
06/19/2024	101778	AZ Dept of Corrections(M)	Inmate Milage-Sewer	42.05	11-215-5077
06/19/2024	101778	AZ Dept of Corrections(M)	Inmate Milage-Head Start	42.05	20-260-5077
Total 101778:				280.34	
06/19/2024	101779	AZ State Treasurer	Magistrate Payable May 2024	1,217.13	01-000-2011
Total 101779:				1,217.13	
06/19/2024	101780	Bashas	General Food: Chillies/Sour Cream/Cheese/Tomatoes PO#12750	21.22	19-255-5060

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101780:				21.22	
06/19/2024	101781	Brown & Brown Law Offices	Legal Water Adjudication May 2024	4,777.91	10-210-5033
Total 101781:				4,777.91	
06/19/2024	101782	Butch L. Gunnels	Magistrate Judge Services	461.54	01-110-5012
Total 101782:				461.54	
06/19/2024	101783	Dana Kepner Company	WW: 4' PVC Sewer Bend & WYE/4x20 PVC Sewer Pipe PO#12788	551.56	11-215-5129
06/19/2024	101783	Dana Kepner Company	W: 5/8 x 3/4 AccuStream PO#12788	2,076.65	10-210-5126
Total 101783:				2,628.21	
06/19/2024	101784	Frontier	Airport Card Reader May 2024	97.53	04-180-5016
Total 101784:				97.53	
06/19/2024	101785	LegalShield	Prepaid Legal June 2024	131.15	01-000-2019
Total 101785:				131.15	
06/19/2024	101786	Mohave Environmental Lab corp	W: Microbiological Water x2 Analysis in May 2024	70.00	10-210-5123
06/19/2024	101786	Mohave Environmental Lab corp	WW: Fecal Coliform x4 on May 2024	140.00	11-215-5123
Total 101786:				210.00	
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - Building Maint May 2024	658.37	01-145-5021
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - PD May 2024	584.29	01-130-5021
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - AC May 2024	62.43	01-135-5021
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - Shop May 2024	188.46	01-155-5021
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - Parks May 2024	852.85	01-160-5021
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - HURF May 2024	2,860.60	02-170-5021
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - AP May 2024	992.64	04-180-5021
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - Water May 2024	4,326.26	10-210-5021
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - Sewer May 2024	2,622.45	11-215-5021
06/19/2024	101787	Navopache Electric co-op Inc.	Electricity - SC Head Start May 2024	559.52	20-260-5021
Total 101787:				13,707.87	

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/19/2024	101788	Pitney Bowes Purchase Power	Postage May/Jun - Admin	20.41	01-115-5010
06/19/2024	101788	Pitney Bowes Purchase Power	Postage May/Jun - Finance	117.15	01-120-5010
06/19/2024	101788	Pitney Bowes Purchase Power	Postage May/Jun - P&Z	72.42	01-125-5010
06/19/2024	101788	Pitney Bowes Purchase Power	Postage May/Jun - PD	17.98	01-130-5010
06/19/2024	101788	Pitney Bowes Purchase Power	Postage May/Jun - HURF	1.92	02-170-5010
06/19/2024	101788	Pitney Bowes Purchase Power	Postage May/Jun - AP	20.28	04-180-5010
06/19/2024	101788	Pitney Bowes Purchase Power	Postage May/Jun - Water	252.92	10-210-5010
06/19/2024	101788	Pitney Bowes Purchase Power	Postage May/Jun - Sewer	252.92	11-215-5010
Total 101788:				756.00	
06/19/2024	101789	Red Dirt Construction	SC: Roof repair - Terms 50% at Completion PO#12663	16,145.00	16-240-5071
Total 101789:				16,145.00	
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - Admin	35.02	01-115-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - PD	782.07	01-130-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - AC	71.25	01-135-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - Bldg Maint	127.16	01-145-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - Shop	128.94	01-155-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - Parks	107.23	01-160-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - HURF	162.88	02-170-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - Water	27.58	10-210-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - Sewer	148.60	11-215-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - SC NACOG Transport	48.96	13-225-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - SC NACOG Home Delivery	48.96	15-235-5011
06/19/2024	101790	Rhinehart Oil Co. LLC	Mid Month 0624 - SC SPV Transport	48.96	42-365-5011
Total 101790:				1,737.61	
06/19/2024	101791	Shamrock Foods Co	General Food- Fruit/Vegitables/ Gravy PO#12828	1,410.11	19-255-5060
06/19/2024	101791	Shamrock Foods Co	General Food- Non-Parishable: PO#12828	74.10	15-235-5089
Total 101791:				1,484.21	
06/19/2024	101792	Tow to the Rescue	Vehicle Removal and Tow to Impound Yard PO#12767	1,280.05	01-130-5070
Total 101792:				1,280.05	
06/19/2024	101793	Town of Eagar	1/2 Canyon State Barricade - 4th of July 2024	553.86	02-170-5978
06/19/2024	101793	Town of Eagar	1/2 Firework Insurance	1,161.00	01-115-5053

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101793:				1,714.86	
06/19/2024	101794	United Food Bank	General Food - Canned Meat/PB/Spices/ Beverages PO#12749	16.15	19-255-5060
Total 101794:				16.15	
06/19/2024	101795	USA Blue Book	WW: 2" Suction Hose PO#12665	232.62	11-215-5061
Total 101795:				232.62	
06/19/2024	101796	White Mountain Publishing LLC	W- AMR Advertisement 5/7/2024 PO#12844	174.30	10-210-5019
06/19/2024	101796	White Mountain Publishing LLC	W- AMR Advertisement 5/14/2024 PO#12844	174.30	10-210-5019
06/19/2024	101796	White Mountain Publishing LLC	W- AMR Advertisement 5/21/2024 PO#12844	174.30	10-210-5019
06/19/2024	101796	White Mountain Publishing LLC	P&Z- Public Hearing CUP 64 N. D Street 05/24/2024 PO#12844	134.40	01-125-5019
Total 101796:				657.30	
06/26/2024	101797	Aetna Life Insurance Company	June 2024 Premiums	741.01	01-000-2024
Total 101797:				741.01	
06/26/2024	101798	Ascent Aviation Group, Inc.	O-Rings x 2	49.38	04-180-5061
06/26/2024	101798	Ascent Aviation Group, Inc.	Jet A Fuel June 2024	23,303.34	04-180-5090
Total 101798:				23,352.72	
06/26/2024	101799	AZ State Treasurer	Magistrate Payable May 2024 - Miscalculation	.60	01-000-2011
Total 101799:				.60	
06/26/2024	101800	Blue Hills Env Assn Inc.	AC: Diseased animal disposal PO#12770	100.00	01-135-5018
Total 101800:				100.00	
06/26/2024	101801	Cowboy Up Hay and Ranch Supply	Parks: Weed Eater Line PO#12854	64.35	01-160-5061
Total 101801:				64.35	
06/26/2024	101802	Future Tire	HURF: 2 11R22.5 Tires PO#12795	855.42	02-170-5061

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101802:				855.42	
06/26/2024	101803	GreatAmerica Financial Svcs	TH Lanier Lease Principal 015-1446074-000	419.24	01-115-5093
06/26/2024	101803	GreatAmerica Financial Svcs	TH Lanier Lease Interest 015-1446074-000	38.15	01-115-5094
06/26/2024	101803	GreatAmerica Financial Svcs	Color Copies - Admin	84.67	01-115-5019
06/26/2024	101803	GreatAmerica Financial Svcs	Color Copies - Finance	22.88	01-120-5019
06/26/2024	101803	GreatAmerica Financial Svcs	Color Copies - P&Z	34.72	01-125-5019
06/26/2024	101803	GreatAmerica Financial Svcs	SC Lanier lease principal 015-1449186-000	116.85	16-240-5093
06/26/2024	101803	GreatAmerica Financial Svcs	SC Lanier lease interest 015-1449186-000	10.64	16-240-5094
Total 101803:				727.15	
06/26/2024	101804	Hatch Concrete, Inc.	HURF: 7.68 Tons of Cold Mix PO#12791	846.54	02-170-5080
Total 101804:				846.54	
06/26/2024	101805	NBA Bank Card Center	HW 4061: Wipes/TP/Towels/Kleenex PO#12816	231.30	01-145-5059
06/26/2024	101805	NBA Bank Card Center	HW 4061: PT/TP/Trash Bags/Febreeze/Towels PO#12816	228.98	04-180-5059
06/26/2024	101805	NBA Bank Card Center	HW 4061: Correction Tape/Dab n Seal PO#12816	34.90	01-120-5009
06/26/2024	101805	NBA Bank Card Center	HW 4061: Chair Mat PO#12816	53.05	01-120-5058
06/26/2024	101805	NBA Bank Card Center	KM 7946: Short Stop - PW Appreciation PO#12779	46.32	01-115-5020
06/26/2024	101805	NBA Bank Card Center	KM 7946: Queensboro - Tshirts for KM 10yr PO#12779	96.64	01-115-5057
06/26/2024	101805	NBA Bank Card Center	TOS 1624: PO - CUP Notification Letters PO#12120	342.58	01-125-5010
06/26/2024	101805	NBA Bank Card Center	CC2 5291: UPS Battery PO#12437	250.92	04-180-5036
06/26/2024	101805	NBA Bank Card Center	CC2 5291: Office Shelf PO#12437	290.68	04-180-5058
06/26/2024	101805	NBA Bank Card Center	CC2 5291: Carabiners PO#12437	73.29	04-180-5062
06/26/2024	101805	NBA Bank Card Center	CC2 5291: League of Arizona Citi PO#12437	475.00	01-105-5017
06/26/2024	101805	NBA Bank Card Center	RP 8526: 8.5x14 binders for cemetery PO#12790	137.07	01-160-5009
06/26/2024	101805	NBA Bank Card Center	CC1 6060: Bookends/Desk Organizer/Coat Rack PO#12804	61.48	04-180-5058
06/26/2024	101805	NBA Bank Card Center	CC1 6060: 3.5g Wastebasket PO#12804	18.73	04-180-5059
06/26/2024	101805	NBA Bank Card Center	CC1 6060: Binder Clips/Toner/Tape Cartridge PO#12804	135.13	04-180-5009
06/26/2024	101805	NBA Bank Card Center	CC1 6060: PO - Code Enforcement Letters PO#12843	62.79	01-125-5010
06/26/2024	101805	NBA Bank Card Center	PD2 8420: Blood Kits PO#12768	293.59	01-130-5030
06/26/2024	101805	NBA Bank Card Center	MB 9874: Amazon-Fall Fest Prizes PO#12842	429.59	01-150-5020
06/26/2024	101805	NBA Bank Card Center	MB 9874: Amazon-Misc Office Supplies PO#12820	551.76	01-150-5009
06/26/2024	101805	NBA Bank Card Center	RP 8526: 8 hr Drug Awareness Class PO#12664	149.00	02-170-5017
06/26/2024	101805	NBA Bank Card Center	RP 8526: 8hr Alcohol Awareness Class PO#12783	168.95	02-170-5017
06/26/2024	101805	NBA Bank Card Center	RP 8526: Amazon Gloves/Safety Glasses PO#12790	74.49	01-145-5978
06/26/2024	101805	NBA Bank Card Center	RP 8526: Wireless Keyboard/Mouse PO#12790	43.10	10-210-5058
06/26/2024	101805	NBA Bank Card Center	KM 7946: 2024 AZ Muni Clerk Annual Conference PO#12779	190.00	01-115-5017
06/26/2024	101805	NBA Bank Card Center	KM 7946: Zoom PO#12779	15.99	01-115-5027

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
06/26/2024	101805	NBA Bank Card Center	KM 7946: AZ MVD Title NPC Modular PO#12724	14.00	01-115-5027
06/26/2024	101805	NBA Bank Card Center	RA 5739: Amazon 16oz containers PO#12746	57.70	15-235-5089
06/26/2024	101805	NBA Bank Card Center	RA 5739: Dollar General- Fathers Day Decor PO#12826	15.82	15-235-5089
06/26/2024	101805	NBA Bank Card Center	MB 9874: Amazon-Fall Fest Games/Prizes PO#12842	684.68	01-150-5020
Total 101805:				5,227.53	
06/26/2024	101806	R. Davis Drilling, LLC	W: Airport Well Professional & Consulting PO#12598	5,000.00	10-210-5012
Total 101806:				5,000.00	
06/26/2024	101807	Springerville Magistrate	Fill the gap 3rd quarter 2024	35.30	01-000-2011
Total 101807:				35.30	
06/26/2024	101808	Symbol Arts	Badges- AC #180&185/Sgt #115 PO#12512	484.36	01-130-5008
Total 101808:				484.36	
06/26/2024	101809	Town of Eagar	4th of July Prize Money - Parade 2024	150.00	01-105-5020
06/26/2024	101809	Town of Eagar	1/2 NPC Electric May 2024 usage	110.75	01-115-5048
Total 101809:				260.75	
06/26/2024	101810	White Mountain Publishing LLC	AC: Ordiance 2024-001 on 6/11/2024 PO#12848	257.82	01-135-5019
Total 101810:				257.82	
06/26/2024	101811	WMRMC	Med Clear - Gillespie, Tristen 05/27/24 arrest PO#12852	100.00	01-130-5134
06/26/2024	101811	WMRMC	Med Clear - Heisserer, Zachary 05/31/24 arrest PO#12852	100.00	01-130-5134
06/26/2024	101811	WMRMC	Med Clear - Dana, Michael 08/01/24 arrest	100.00	01-130-5134
06/26/2024	101811	WMRMC	Med Clear - Cordova, Christina 05/31/24 arrest	75.00	01-130-5134
Total 101811:				375.00	
06/26/2024	101812	Ardurra	HURF: WIFA - Hualapai St Construction Docs PO#12850	472.50	02-170-5066
06/26/2024	101812	Ardurra	W: WIFA Bid Packets for Meters [Town Match] PO#12850	2,175.00	10-210-5066
06/26/2024	101812	Ardurra	WW: WIFA - NW Sewer Project PO#12850	4,915.00	11-215-5301
06/26/2024	101812	Ardurra	W: WIFA - NW Water Project PO#12850	7,208.75	10-210-5301
06/26/2024	101812	Ardurra	CDBG Pima St Reconstruct: Town Match Water PO#12851	5,577.00	10-210-5301
06/26/2024	101812	Ardurra	CDBG Pima St Reconstruct: Town Match WW PO#12851	5,019.30	11-215-5301
06/26/2024	101812	Ardurra	CDBG Pima St Reconstruct: Town Match HURF PO#12851	17,288.70	02-170-5301

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101812:				42,656.25	
06/27/2024	101813	Certizona Fire & Safety	AP: Onsite replacement emergency light and labor hours PO#12701	332.15	04-180-5062
Total 101813:				332.15	
06/27/2024	101814	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Monitoring Well	290.00- V	11-215-5123
06/27/2024	101814	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Effluent Outfall	290.00- V	11-215-5123
06/27/2024	101814	Mohave Environmental Lab corp	WW: 1 Volatile Organic Compound (8260B)	230.00- V	11-215-5123
06/27/2024	101814	Mohave Environmental Lab corp	WW: Total Residual	40.00- V	11-215-5123
06/27/2024	101814	Mohave Environmental Lab corp	WW: 2 pH & Temp	20.00- V	11-215-5123
06/27/2024	101814	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Monitoring Well	290.00	11-215-5123
06/27/2024	101814	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Effluent Outfall	290.00	11-215-5123
06/27/2024	101814	Mohave Environmental Lab corp	WW: 1 Volatile Organic Compound (8260B)	230.00	11-215-5123
06/27/2024	101814	Mohave Environmental Lab corp	WW: Total Residual	40.00	11-215-5123
06/27/2024	101814	Mohave Environmental Lab corp	WW: 2 pH & Temp	20.00	11-215-5123
Total 101814:				.00	
06/27/2024	101815	Tow to the Rescue	Tow Fees for State Madatory Impound- DR2024-0255 PO#12771	447.42	01-130-5070
06/27/2024	101815	Tow to the Rescue	Tow Fees for State Madatory Impound- DR2024-0255 PO#12771	447.42- V	01-130-5070
Total 101815:				.00	
06/27/2024	101816	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Monitoring Well	290.00	11-215-5123
06/27/2024	101816	Mohave Environmental Lab corp	WW: 1 Volatile Organic Compound (8260B)	230.00- V	11-215-5123
06/27/2024	101816	Mohave Environmental Lab corp	WW: Total Residual	40.00- V	11-215-5123
06/27/2024	101816	Mohave Environmental Lab corp	WW: 2 pH & Temp	20.00- V	11-215-5123
06/27/2024	101816	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Effluent Outfall	290.00	11-215-5123
06/27/2024	101816	Mohave Environmental Lab corp	WW: 1 Volatile Organic Compound (8260B)	230.00	11-215-5123
06/27/2024	101816	Mohave Environmental Lab corp	WW: Total Residual	40.00	11-215-5123
06/27/2024	101816	Mohave Environmental Lab corp	WW: 2 pH & Temp	20.00	11-215-5123
06/27/2024	101816	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Monitoring Well	290.00- V	11-215-5123
06/27/2024	101816	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Effluent Outfall	290.00- V	11-215-5123
Total 101816:				.00	
06/27/2024	101817	Tow to the Rescue	Tow Fees for State Madatory Impound- DR2024-0255 PO#12771	447.42	01-130-5070
06/27/2024	101817	Tow to the Rescue	Tow Fees for State Madatory Impound- DR2024-0255 PO#12771	447.42- V	01-130-5070

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101817:				.00	
06/27/2024	101818	Mohave Environmental Lab corp	WW: 2 pH & Temp	20.00- V	11-215-5123
06/27/2024	101818	Mohave Environmental Lab corp	WW: Total Residual	40.00	11-215-5123
06/27/2024	101818	Mohave Environmental Lab corp	WW: 2 pH & Temp	20.00	11-215-5123
06/27/2024	101818	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Monitoring Well	290.00- V	11-215-5123
06/27/2024	101818	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Effluent Outfall	290.00- V	11-215-5123
06/27/2024	101818	Mohave Environmental Lab corp	WW: 1 Volatile Organic Compound (8260B)	230.00- V	11-215-5123
06/27/2024	101818	Mohave Environmental Lab corp	WW: Total Residual	40.00- V	11-215-5123
06/27/2024	101818	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Monitoring Well	290.00	11-215-5123
06/27/2024	101818	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Effluent Outfall	290.00	11-215-5123
06/27/2024	101818	Mohave Environmental Lab corp	WW: 1 Volatile Organic Compound (8260B)	230.00	11-215-5123
Total 101818:				.00	
06/27/2024	101819	Tow to the Rescue	Tow Fees for State Madatory Impound- DR2024-0255 PO#12771	447.42	01-130-5070
06/27/2024	101819	Tow to the Rescue	Tow Fees for State Madatory Impound- DR2024-0255 PO#12771	447.42- V	01-130-5070
Total 101819:				.00	
06/27/2024	101820	Mohave Environmental Lab corp	WW: 2 pH & Temp	20.00	11-215-5123
06/27/2024	101820	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Effluent Outfall	290.00	11-215-5123
06/27/2024	101820	Mohave Environmental Lab corp	WW: 2 Total Nitrogen - Monitoring Well	290.00	11-215-5123
06/27/2024	101820	Mohave Environmental Lab corp	WW: 1 Volatile Organic Compound (8260B)	230.00	11-215-5123
06/27/2024	101820	Mohave Environmental Lab corp	WW: Total Residual	40.00	11-215-5123
Total 101820:				870.00	
06/27/2024	101821	Tow to the Rescue	Tow Fees for State Madatory Impound- DR2024-0255 PO#12771	447.42	01-130-5070
Total 101821:				447.42	
07/03/2024	101824	Aguero, Robin	Per Diem Anti-Hunger Summit PO#12830	316.63	13-225-5017
Total 101824:				316.63	
07/03/2024	101825	Albertsons / Safeway	General Food - Blue River Cowbells Donation -BBQ foods PO#127	13.23	19-255-5060
07/03/2024	101825	Albertsons / Safeway	General Food - Salsa/Chips/Crackers/Bread PO#12745	60.66	19-255-5060
07/03/2024	101825	Albertsons / Safeway	General Food - Condiments PO#12829	67.09	19-255-5060
07/03/2024	101825	Albertsons / Safeway	General Food - Milk/Meats/Vegis PO#12832	60.41	19-255-5060
07/03/2024	101825	Albertsons / Safeway	General Food - Masa/Milk/Bread/Buns PO#12748	34.15	19-255-5060

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/03/2024	101825	Albertsons / Safeway	General Food - Meats and Vegetables PO#12742	24.46	19-255-5060
07/03/2024	101825	Albertsons / Safeway	General Food - Coconut/Lemondate/Lime/Jalap PO#12748	26.95	19-255-5060
07/03/2024	101825	Albertsons / Safeway	General Food - Tortillas/Lettuce/Cucumbers PO#12745	36.09	19-255-5060
07/03/2024	101825	Albertsons / Safeway	General Food - Vegetables PO#12829	34.76	19-255-5060
07/03/2024	101825	Albertsons / Safeway	Return/CREDIT	10.29-	19-255-5060
07/03/2024	101825	Albertsons / Safeway	General Food - Ketchup/Molasses/Tea PO#12742	122.67	19-255-5060
Total 101825:				470.18	
07/03/2024	101826	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	45.75	01-160-5077
07/03/2024	101826	AZ Dept of Corrections	Inmate Labor - HURF	106.75	02-170-5077
07/03/2024	101826	AZ Dept of Corrections	Inmate Labor - Water	61.00	10-210-5077
07/03/2024	101826	AZ Dept of Corrections	Inmate Labor - Sewer	45.75	11-215-5077
07/03/2024	101826	AZ Dept of Corrections	Inmate Labor - Head Start	45.75	20-260-5077
Total 101826:				305.00	
07/03/2024	101827	Butch L. Gunnels	Magistrate Judge Services	461.54	01-110-5012
Total 101827:				461.54	
07/03/2024	101828	Car Quest	PD: Battery and Core Return PO#12612	234.00	01-130-5024
07/03/2024	101828	Car Quest	PD: Battery and Core Return PO#12612	263.86	01-130-5024
07/03/2024	101828	Car Quest	PD: Battery and Core Return PO#12612	218.34	01-130-5024
Total 101828:				716.20	
07/03/2024	101829	Community Broadband Advocates, LLC	Federal/State Grant Development PO#12876	1,267.50	01-115-5012
Total 101829:				1,267.50	
07/03/2024	101830	Dana Kepner Company	WW: 3/4" Flair and Meter Nut [Back order items] PO#12788	493.00	11-215-5129
Total 101830:				493.00	
07/03/2024	101831	Davis Hardware	[DISCOUNT]	100.93-	01-160-5047
07/03/2024	101831	Davis Hardware	[DISCOUNT]	100.93-	01-145-5030
07/03/2024	101831	Davis Hardware	SC: 8x75' Hose PO#12744	37.08	03-175-5059
07/03/2024	101831	Davis Hardware	HURF: Elbow Nylon/Bushing PVC PO#12785	12.18	02-170-5061
07/03/2024	101831	Davis Hardware	AC: Concrete Mix PO#12785	27.68	01-135-5030
07/03/2024	101831	Davis Hardware	PD: Glue Traps/Glue Board PO#12785	23.97	01-130-5030
07/03/2024	101831	Davis Hardware	Bldg Maint: Storage Tote PO#12785	21.36	01-145-5030

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/03/2024	101831	Davis Hardware	Bldg Maint: Brush and Caddy PO#12785	11.35	01-145-5059
07/03/2024	101831	Davis Hardware	Parks: Wires/Flowers/Sandpaper PO#12785	722.65	01-160-5047
07/03/2024	101831	Davis Hardware	Parks: PVC/Docknuts/Adapters PO#12785	86.29	01-160-5047
07/03/2024	101831	Davis Hardware	P&Z: 5/16" Staples PO#12847	18.54	01-125-5030
07/03/2024	101831	Davis Hardware	Bldg Maint: For Sale Signs for 578 N main Eager PO#12686	10.02	01-145-5030
07/03/2024	101831	Davis Hardware	WW: Hex Bushing GLV PO#12785	4.35	11-215-5129
07/03/2024	101831	Davis Hardware	W: Storage Tote PO#12785	21.28	10-210-5009
07/03/2024	101831	Davis Hardware	Parks: Garden Gloves/Leaf Rake PO#12785	25.16	01-160-5047
07/03/2024	101831	Davis Hardware	Bdg Maint: A/C Window Brackets PO#12785	54.54	01-145-5062
07/03/2024	101831	Davis Hardware	SC: Wasp Spray/Utility Lighters PO#12831	25.28	16-240-5030
Total 101831:				899.87	
07/03/2024	101832	Rusty Childress	Consignment: 8x10 Hummingbird PO#12856	45.50	01-000-2006
Total 101832:				45.50	
07/03/2024	101833	Verna David	Consignment: Jewelry PO#12857	140.00	01-000-2006
Total 101833:				140.00	
07/03/2024	101834	Higginbotham	Renewal of AP Insurance Effective 7/1/2024-07/01/2025 PO#12877	16,476.17	04-180-5053
Total 101834:				16,476.17	
07/03/2024	101835	Mangum, Wall, Stoops and Warden, PLLC	Legal Town Attorney Fees May-June 2024	1,462.50	01-106-5138
Total 101835:				1,462.50	
07/03/2024	101836	Nolan Udall	HURF: Padlocks and Master Keys (copies x12) PO#12860	350.00	02-170-5062
Total 101836:				350.00	
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - PD	731.80	01-130-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - AC	155.90	01-135-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - Bldg Maint	77.73	01-145-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - Shop	108.80	01-155-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - Parks	216.45	01-160-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - HURF	276.57	02-170-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - AP	63.09	04-180-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - Water	45.61	10-210-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - Sewer	88.35	11-215-5011

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - SC NACOG Transportation	39.43	13-225-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - SC NACOG Home Delivery	39.43	15-235-5011
07/03/2024	101837	Parkland USA Corporation	End of Month 0624 - SC Spv Transportation	39.43	42-365-5011
Total 101837:				1,882.59	
07/03/2024	101838	Simpliverified	AP - Background Check: Schelp, Rainer PO#12878	98.00	04-180-5012
Total 101838:				98.00	
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - Admin	64.80	01-115-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - Finance	52.51	01-120-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - P&Z	32.40	01-125-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - PD	243.81	01-130-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - AC	53.56	01-135-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - Bldg Maint	18.02	01-145-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - Water	66.90	10-210-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - Sewer	63.54	11-215-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - SC UofA SNAP	22.30	55-430-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - HC	29.97	01-150-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - Shop	9.27	01-155-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - Parks	17.89	01-160-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - HURF	72.33	02-170-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - SC Community Services	32.40	03-175-5004
07/03/2024	101839	Standard Insurance Co, RA	Premium JULY 2024 - AP	32.40	04-180-5004
Total 101839:				812.10	
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - Admin	327.71	01-115-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - Finance	327.71	01-120-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - P&Z	163.86	01-125-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - PD	2,130.11	01-130-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - HC	327.71	01-150-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - HURF	655.42	02-170-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - AP	327.71	04-180-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - Water	163.86	10-210-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - Sewer	163.86	11-215-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - SC Community Services HS	491.57	20-260-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Computers - SC	163.86	18-250-5036
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - Admin	43.65	01-115-5016
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - Finance	32.74	01-120-5016
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - P&Z	10.91	01-125-5016

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - PD	174.58	01-130-5016
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - AC	10.91	01-135-5016
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - HC	32.74	01-150-5016
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - HURF	21.82	02-170-5016
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - AP	32.74	04-180-5016
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - Water	10.91	10-210-5016
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - Sewer	10.91	11-215-5016
07/03/2024	101840	Sunstate Technology Group	July 2024 statement: Phones - SC Community Services	172.06	16-240-5016
Total 101840:				5,797.35	
07/03/2024	101841	The Rigg Law Firm PLLC	Prosecution Fees - June 2024 PO#12879	1,110.00	01-106-5068
Total 101841:				1,110.00	
07/03/2024	101842	Trusted Tech Team Inc	M&C - MS365 Lic July 2024	59.95	01-105-5027
07/03/2024	101842	Trusted Tech Team Inc	Admin - MS365 Lic July 2024	47.96	01-115-5027
07/03/2024	101842	Trusted Tech Team Inc	Finance - MS365 Lic July 2024	35.97	01-120-5027
07/03/2024	101842	Trusted Tech Team Inc	P&Z - MS365 Lic July 2024	11.99	01-125-5027
07/03/2024	101842	Trusted Tech Team Inc	PD - MS365 Lic July 2024	170.91	01-130-5027
07/03/2024	101842	Trusted Tech Team Inc	AC - MS365 Lic July 2024	11.99	01-135-5027
07/03/2024	101842	Trusted Tech Team Inc	Water - MS365 Lic July 2024	35.97	10-210-5027
07/03/2024	101842	Trusted Tech Team Inc	Sewer - MS365 Lic July 2024	23.98	11-215-5027
07/03/2024	101842	Trusted Tech Team Inc	Bldg Maint - MS365 Lic July 2024	11.99	01-145-5027
07/03/2024	101842	Trusted Tech Team Inc	HC - MS365 Lic July 2024	47.96	01-150-5027
07/03/2024	101842	Trusted Tech Team Inc	Parks - MS365 Lic July 2024	11.99	01-160-5027
07/03/2024	101842	Trusted Tech Team Inc	HURF - MS365 Lic July 2024	59.95	02-170-5027
07/03/2024	101842	Trusted Tech Team Inc	SC - MS365 Lic July 2024	47.96	03-175-5027
07/03/2024	101842	Trusted Tech Team Inc	AP - MS365 Lic July 2024	23.98	04-180-5027
Total 101842:				602.55	
07/03/2024	101843	Valley Imaging Solutions	Senior Center Cont #CN041-01 base rate 05/24/2024 to 06/23/2024	38.26	16-240-5061
Total 101843:				38.26	
07/03/2024	101844	Verizon Wireless	P&Z - May 23-Jun 22 Statement	91.63	01-125-5016
07/03/2024	101844	Verizon Wireless	PD - May 23-Jun 22 Statement	589.79	01-130-5016
07/03/2024	101844	Verizon Wireless	HURF - May 23-Jun 22 Statement	28.65	02-170-5016
07/03/2024	101844	Verizon Wireless	AP - May 23-Jun 22 Statement	51.62	04-180-5016
07/03/2024	101844	Verizon Wireless	Water - May 23-Jun 22 Statement	83.11	10-210-5016
07/03/2024	101844	Verizon Wireless	Sewer - May 23-Jun 22 Statement	57.30	11-215-5016

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
07/03/2024	101844	Verizon Wireless	Bldg Miant - May 23-Jun 22 Statement	25.81	01-145-5016
07/03/2024	101844	Verizon Wireless	SC Spv Transport - May 23-Jun 22 Statement	51.62	42-365-5016
Total 101844:				979.53	
07/03/2024	101845	Nations Best	HURF: Ready Mix Cement PO#12784	402.13	02-170-5080
07/03/2024	101845	Nations Best	HURF: Copper Wire PO#12784	174.55	02-170-5080
07/03/2024	101845	Nations Best	Parks: Knockout Seal-Terminal Adapter PO#12784	62.65	01-160-5047
07/03/2024	101845	Nations Best	Parks: 3/4 Terminal Adapter PO#12784	3.67	01-160-5047
07/03/2024	101845	Nations Best	Parks: 22-6 AWG Connector PO#12784	6.32	01-160-5047
07/03/2024	101845	Nations Best	Parks: Chip Brushes and PO#12784	17.37	01-160-5047
Total 101845:				666.69	
07/03/2024	101846	Ardurra	HURF: Pima Street Rehab PO#12858	14,951.30	02-170-5301
07/03/2024	101846	Ardurra	Water: Pima Street Rehab PO#12858	4,823.00	10-210-5301
07/03/2024	101846	Ardurra	WW: Pima Street Rehab PO#12858	4,340.70	11-215-5301
Total 101846:				24,115.00	
07/03/2024	101847	Xerox Financial Services	Contract 020-0977404-001 04/30/2024-05/29/2024	196.73	01-130-5019
Total 101847:				196.73	
Grand Totals:				280,102.45	

Summary by General Ledger Account Number

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Carefree

By: *Gary Neiss*

Title: Town Administrator

Date: May 22, 2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Desert View Schools

By: 

Title: Chief Operations Officer/Trustee/Chairman

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Eagar

By: *Jessica Vaughan*

Title: Town Clerk

Date: 5/15/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: *City of HOLBROOK*

By: *PAT NICHOLS Pat Nichols*

Title: *Dir. of Administration*

Date: *5-14-2024*

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: *Kingman Academy*
By: *[Signature]* Eric Lillis
Title: *Executive Director*
Date: *5-14-24*

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Miami

By: 

Title: Town Clerk

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Page, Arizona

By: Linda L. Watson



Title: Finance Director

Date: 5-14-2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Parker

By: 

Title: Megan Poe - Finance Manager

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Pine-Strawberry Water I.D.

By: Kristie Allen 

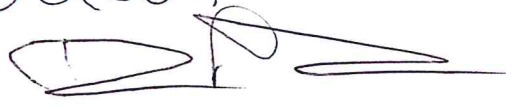
Title: Trustee

Date: 5/20/24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Safford
By: Daniella Nelson
Title: HR Officer 
Date: 5/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: *CITY OF ST JAMES*

By:  *Pia Ramsey*

Title: *CITY MANAGER*

Date: *5/22/24*

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Snowflake

By: Katie Melser



Title: Town Clerk

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Springerville

By: Kelsi Miller

Title: Town Clerk

Date: 5/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Taylor

By: 

Title: Town Manager

Date: 5/22/24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Wellton

By: Sandra Jones

A handwritten signature in black ink that reads "Sandra Jones". The signature is written in a cursive style with a large initial 'S'.

Title: Deputy Town Clerk

Date: 5/22/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: *City of Williams*
By: *Janelle [Signature]*
Title: *City Clerk*
Date: *May 20, 2024*

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Winslow

By:



Title: City Manager

Date: 05/14/2024

PROPOSED AMENDMENT TO THE DECLARATION OF TRUST
Rural Arizona Group Health Trust

This document sets forth a proposal to amend the Rural Arizona Group Health Trust (“RAGHT”) Amended and Restated Declaration of Trust (“Trust Agreement”) as to the Principal Office location.

The following sets forth the specific proposed amendments to the Trust Agreement, new language added in capital letters and in bold, deleted language lined through, and a statement explaining the purpose and effect of these amendments.

I. PROPOSED TRUST AGREEMENT AMENDMENT:

Current Language:

Article II. Purpose of Trust and Application of the Fund.

...

~~2.02 Principal Office. The Principal Office of the Trust shall be the office of Erin P. Collins & Associates, Inc., located in the City of Kingman, County of Mohave, State of Arizona (herein after designated and referred to as the Principal Office).~~
~~[Deleted]~~

Article IV. Powers and Duties OF Trustees.

4.17 Fiscal Year End Audit.

4.17 Fiscal Year and Audit. The accounting year of the Fund shall be on a fiscal year basis. The initial fiscal year shall commence on July 01, 2002, and end on the 30th day of June 2003. Subsequent fiscal years shall commence on July 1 and end on the 30th day of June of the following year. Any report required by city, county State or Federal law, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The Accountant shall certify the accuracy of the audit and accounting. The Trustees shall also obtain an appropriate actuarial evaluation of the claim reserves of the pool, including an estimate of the incurred but not reported claims. A statement of the results of each audit shall be available for inspection by authorized persons ~~at the principal office of the Trust~~ **BY CONTACTING THE CURRENT TRUST ADMINISTRATOR**. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee, to the governing body or chief executive officer of each Participating Entity, and to the director of the Arizona Department of Insurance or as otherwise

required. Copies of the audit shall be retained by the Board of Trustees for a period of at least five (5) years.

II. STATEMENT EXPLAINING THE PURPOSE AND EFFECT OF THE AMENDMENT

- A. Purpose of the Amendment. The purpose of the proposed Amendments is to address the fact that the Trust does not have a Principal Office and that the best way to obtain documents is to contact the Trust Administrator, currently Gallagher Benefit Services.
- B. Effect of the Amendment. The effect of the Amendment will be to delete the reference to a Principal Office, which does not exist, but to still inform where the documents for the Trust may be obtained.

**Rural Arizona Group Health Trust
(RAGHT)**

**AMENDED AND RESTATED DECLARATION
OF TRUST**

Effective:

July 01, 2002

Amended:

July 01, 2005

July 01, 2007

July 01, 2012

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This Amended and Restated Agreement and Declaration of Trust (hereinafter referred to as “Trust Agreement” or “Agreement”), by and between The Participating Entities for the administration of the Trust in accordance with the terms and provisions of this Trust Agreement is made and entered into effective July 1, 2012.

RECITALS

WHEREAS, A.R.S. § 11-952.01 provides a vehicle through which public agencies in the State of Arizona may come together to cooperatively provide for the provision of certain employee benefits; and

WHEREAS, The Participating Entities desire to enter into an agreement to provide and maintain a program of health and welfare benefits for the Employees of the Participating Entities and to certain other persons deemed eligible for coverage hereunder; and

WHEREAS, To effect the aforesaid purpose, it is mutually beneficial to the parties hereto to declare and create a Trust which establishes a Trust Fund for and in the manner more particularly set forth herein; and

WHEREAS, The Participating Entities which accept this Agreement and Declaration of Trust and agree to be bound by the provisions hereof shall, upon acceptance by the Trustees, be deemed parties to this Agreement and Declaration of Trust.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

ARTICLE I. DEFINITIONS

1.01 "Beneficiary" shall mean Employees, their dependents and such other persons designated by the Participating Entities as eligible for coverage provided herein under and approved by the Trustees.

1.02 "Benefits Administrator" shall mean the person(s) or firm employed by the Trustees who is responsible for processing of claims and payment of benefits, and related services.

1.03 "Employee" shall mean any person employed by a Participating Entity on a regular basis working not less than the number of hours per week required by the Participating Entity for eligibility, and who are not eligible for benefits under any other Health and Welfare program to which the Participating Entity makes contributions.

1.04 "Employee Benefit Program" shall mean the program of benefits to be established by the Trustees pursuant to the authority granted to them in this Trust Agreement and as set forth in the applicable Summary Plan Description.

1.05 "Employee Contributions" shall mean any contributions made by Beneficiaries whether comprising part of the Entity Premium or whether made directly to the Fund in order to obtain

coverage by the Employee Benefit Program.

1.06 "Employer Contributions" shall mean the contributions made by Participating Entities comprising all or part of the Entity Premium.

1.07 "Entity Premium" shall mean the total charges paid by each Participating Entity to the Fund for the Employee Benefit Program, and shall be comprised of the sum of Employer Contributions and Employee Contributions.

1.08 "Fund" shall mean the Trust Fund created by this instrument, and shall mean generally, the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses and purposes of the Trust set forth therein, and those things of value which comprise the corpus and additions to the Fund.

1.09 The Name of this Trust is and shall be the Rural Arizona Group Health Trust.

1.10 "Participating Entities" shall mean those entities listed in Exhibit A which is attached hereto and incorporated by reference herein, and such additional Participating Entities as may be approved for membership by the Board of Trustees pursuant to Article XIII of this Agreement and Declaration of Trust.

1.11 "Summary Plan Description" (SPD) shall mean the document which generally describes health and welfare benefits to be provided by the Trust to the Beneficiaries.

1.12 "Trust Agreement" shall mean this Agreement and Declaration of Trust and any modifications or amendments thereto.

1.13 "Trustees" shall mean the Trustees and their successors as provided for in this Trust Agreement.

ARTICLE II. PURPOSE OF TRUST AND APPLICATION OF THE FUND

2.01 Creation of Trust Fund. There is hereby declared and created the Rural Arizona Group Health Trust to provide benefits for the Beneficiaries of the Trust. Such benefits may include, but are not limited to those described under Article 4.05 of this Agreement and Declaration of Trust whether through one or a combination of self-funded or insured programs.

2.02 Principal Office. The Principal Office of the Trust shall be the office of Erin P. Collins & Associates, Inc. located in the City of Kingman, County of Mohave, State of Arizona (hereinafter designated and referred to as the Principal Office).

ARTICLE III. BOARD OF TRUSTEES

3.01 Trustees. The Employee Benefit Program shall be operated and administered by the Board of Trustees for the benefit of the Beneficiaries. The Trustees shall be selected by the Participating Entities as provided herein and may resign or be removed at any time by their respective Participating Entities. Trustees must be employees of the Participating Entity.

3.02 Membership and Appointment. . The Board of Trustees shall be comprised of one Trustee appointed by each Participating Entity. Each Participating Entity shall make or rescind appointments as necessary to comply with the requirements of this Section. The appointing Participating Entity may remove a Trustee at any time without cause. In the event of the death, removal or resignation of a Trustee, the appointing Participating Entity shall designate a successor Trustee. Upon acceptance of his/her appointment in writing, the successor shall succeed to the legal interest of his/her predecessor and have the same powers and duties. Participating Entities may appoint alternate Trustees to vote on behalf of an absent Trustee. Participating Entities shall submit written notice of appointment or rescission of appointment of a Trustee or alternate Trustee to the Trust.

3.03 Votes. If the number of Participating Entities does not exceed two (2), each Participating Entity shall be entitled to cast two (2) votes in matters requiring a vote by the Board of Trustees. In the event that the number of Participating Entities exceeds two (2), each Participating Entity shall be entitled to cast one (1) vote.

3.04 Terms of Office. Following appointment, Trustees shall serve until such time as they are removed, resign or cease to be employees of the Participating Entity that they were designated to represent. In the event that a Trustee is removed, resigns or ceases to be an employee of the designating Participating Entity, the position shall be deemed vacant and a new Trustee shall be designated by that Participating Entity.

3.05 Executive Committee. In the event that the number of Participating Entities exceeds seven (7) the Board of Trustees may, by a 2/3 vote, elect to designate an Executive Committee who shall exercise such powers and duties as may be provided in the Bylaws of the Trust. The Executive Committee shall consist of the Chairperson and at least two other Trustees selected by majority vote of the Board. The Term of the elected members of the Executive Committee shall be one year. Vacancies on the Executive Committee shall be filled by majority vote of the Board.

ARTICLE IV. POWERS AND DUTIES OF TRUSTEES

4.01 Appointment of Trustees. The Trust shall be administered by the Board of Trustees who shall be selected and shall serve as provided in Article III.

4.02 Trustees' Acceptance. The Trustees named in the preceding Section, by their signatures to this Trust Agreement, hereby accept the Trust and Trusteeship and declare that they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other. Trustees shall faithfully keep and hold any and all monies they

receive as Trustees for the purposes of the Trust and keep adequate and proper records thereof.

4.03 Duties of Trustees. The Trustees shall:

(a) hold, manage, care for and keep the Fund for the benefit of the Beneficiaries and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned.

(b) employ or hire such agents, attorneys, accountants, actuaries, auditors, engineers, private consultants, advisors, employees or other persons and shall purchase, lease or rent real or personal property as may be necessary or desirable in administering the Fund and carrying out its purposes. Agreements for such expenditures shall be in writing and formally approved by the Trustees. Fees, salaries, wages, emoluments or compensation of any and all such persons and other such expenses shall be paid from the Fund. When acting upon advice of counsel for the Trust, the Trustees shall be relieved of all responsibility for acts performed or not performed except for their own gross negligence, bad faith or willful misconduct.

(c) pay any and all taxes of whatever nature the Fund is, or may be, obligated to pay and incur any expenses for supplies, rental of space, or other items, or anything else determined to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust and Trust Agreement.

(d) establish terms and conditions of coverage within the Summary Plan Description including the exclusions of coverage.

(e) ensure that all valid claims are paid promptly.

(f) take all necessary precautions to safeguard the assets of the Trust.

4.04 Authority of Trustees. In carrying out the purposes of the Trust Agreement, the Trustees shall have all right, power and authority to:

(a) enter into contracts, procure insurance policies, or provide such benefits through self-funding, and to place into effect and maintain the desired schedule of benefits.

(b) provide the intended benefits under this Trust by means of self-funding by the Trust and/or by the procurement of group insurance contracts (as permitted by the laws of the State of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided for under this Trust. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees the required insurance premiums in connection with such group insurance contracts issued to the Trust. Whether or not benefits are provided by means of self-funding or by the procurement of group insurance, such decision shall be

at the sole and exclusive discretion of the Trustees.

(c) do all those things which, in the opinion of the Trustees, may be necessary or desirable for the administration, and operation of and accomplishment of the objectives and purposes of the Fund and this Trust and Trust Agreement.

4.05 Selection of Benefits. The Trustees may, subject to their discretion and the continuing right to change, obtain for the Beneficiaries of the Trust forms of employee benefits which include, but are not limited to, the following:

- (a) Accidental and sickness weekly indemnity
- (b) Long and short-term disability
- (c) Accidental death and dismemberment
- (d) Dental benefits
- (e) Vision benefits
- (f) Life insurance
- (g) Hospital, surgical, professional, in-patient, out-patient, prescription drug and other group medical products customarily made available to employee groups.
- (h) Employee wellness programs, employee assistance programs, utilization review programs, claims management programs and other programs intended to improve employee health, reduce costs to the Trust and Beneficiaries and otherwise manage losses.

4.06 Deposits and Investments. All corpus or portions of the Fund not expended pursuant to this Article IV may be deposited by the Trustees in the name of the Trust in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits should bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits.

(a) If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments and in a manner consistent with applicable Arizona law pertaining to investment of public funds.

(b) The Trustees may accumulate dividends, experience rating refunds or other monies, if any, accruing from any insurance policy or policies, deposits or investments. Such dividends, refunds or other monies, or all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums or held, used or applied as herein set forth.

(c) The Trustees may enter into financial services agreements with banks and other financial institutions and may authorize the Trust to issue checks in its own name as required to further the purposes and objectives of the Trust.

4.07 Trustees' Expense Reimbursement. The Trustees may receive reimbursement for actual reasonable expenses incurred in carrying out their duties pursuant to the Trust Agreement.

4.08 Trustees' Compensation. The Trustees shall not receive compensation for services rendered pursuant to the Trust Agreement.

4.09 Presumption of Validity. No person dealing with the Trustees shall be obligated to see to the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity or expediency of any act by the Trustees. Every instrument executed by the Trustees shall be conclusive in favor of every person who in good faith relies upon it that:

(a) at the time of the delivery of the instrument, this Trust Agreement was in full force and effect;

(b) the instrument was executed in accordance with the terms and conditions of the Trust Agreement; and

(c) the Trustees were duly authorized to execute the instrument or direct its execution.

4.10 Withdrawals. All checks, drafts, vouchers or other withdrawals from the fund or depositories and the transfer or liquidating of insurance policies or investments shall be signed by appropriate signatures as determined by the Board of Trustees. All such withdrawals shall be reviewed and approved by majority vote of the Board of Trustees

4.11 Administrative Disputes. In the event of any dispute between the Trustees and the Benefits Administrator or any other parties providing services to the Trust over exercise of powers granted herein, the Trustees' interpretation shall prevail and the service organization shall have no liability to any person with respect to the disputed act or omission in the event that it gives written notice of its dissent from such act or omission to each Trustee and to the Participating Entities.

4.12 Selection of Officers and Recording Secretary. The Trustees shall elect from among themselves at their first meeting, and annually thereafter, the following officers: Chairperson, Vice Chairperson and Treasurer who shall serve as officers of the Trust. The Trustees shall further designate annually a Recording Secretary, who need not be a Trustee. The powers and duties of the officers shall be specified herein or in the Bylaws.

4.13 Trustees' Meetings. The Trustees shall hold an initial Board meeting as soon as practical after being appointed. The Trustees shall determine the time and place of the regular meetings which shall be held at least quarterly. Special meetings may be called by the Chairperson or by a majority of the Trustees. Minutes of all meetings shall be taken. Meetings shall be conducted in accordance with applicable provisions of A.R.S. § 38-431 *et seq.* and the Bylaws. Written notice designating the time and place of an annual, regular or special meeting shall be given to the Trustees as required by applicable open meeting laws. Notice and agendas of meetings of the Board of Trustees shall be made and posted as provided in the Arizona Open Meeting Law, A.R.S. § 38-431 *et seq.*, as amended from time to time, and any successor statute. In the event of an emergency, a special meeting may be held with such lesser notice as may be appropriate and otherwise permissible by law. Any meeting at which all Trustees are present, in person or concerning which all Trustees have waived notice in writing, shall be a valid meeting without requirement that notice be given to the Trustees.

4.14 Quorum Requirement. To constitute a quorum at any regular or special meeting of the

Trustees, there must be present in person or by telephonic or other electronic means Trustees or Alternate Trustees from at least a majority of the Participating Entities.

4.15 Location of Meetings. All meetings of the Trustees shall be held at such location or locations as designated from time to time by the Trustees.

4.16 Successor Trustees. The Trustees and their successors, from time to time acting hereunder, shall have all the rights, powers and duties of the initial Trustees, named herein.

4.17 Fiscal Year and Audit. The accounting year of the Fund shall be on a fiscal year basis. The initial fiscal year shall commence on July 01, 2002 and end on the 30th day of June, 2003. Subsequent fiscal years shall commence on July 1 and end on the 30th day of June of the following year. Any report required by city, county State or Federal law, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The Accountant shall certify to the accuracy of the audit and accounting. The Trustees shall also obtain an appropriate actuarial evaluation of the claim reserves of the pool, including an estimate of the incurred but not reported claims. A statement of the results of each audit shall be available for inspection by authorized persons at the principal office of the Trust. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee, to the governing body or chief executive officer of each Participating Entity, and to the director of the Arizona Department of Insurance or as otherwise required. Copies of the audit shall be retained by the Board of Trustees for a period of at least five (5) years.

4.18 Bylaws, Rules and Regulations. The Trustees shall have the power to adopt bylaws, rules, procedures and regulations pertaining to the purpose, powers and administration of the Trust, which shall be consistent with covenants, terms, conditions and duties as set forth in the Trust Agreement. Such bylaws, rules, procedures and regulations shall be binding on all persons dealing with the Fund and upon any and all persons claiming any benefits there under. Adoption or amendment of bylaws, rules, procedures or regulations shall require a majority vote of the Board of Trustees.

4.19 Bonding Requirements. The Trustees shall procure fidelity bonds for the Trust and/or persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such amount to reasonably aid in reimbursing bondable loss of money, and to meet the requirements as may be required, from time to time of applicable United States or State law. Such bonds are to be obtained from such reputable fidelity or surety companies as the Trustees shall determine. If convenient, and in conformity with the law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee, or other person described in this section, said Trustee or person shall not serve and shall resign.

ARTICLE V. PAYMENTS TO THE FUND

5.01 Entity Premiums. In order to effectuate the purposes of the Trust, each Participating Entity

shall contribute to the Fund an amount determined by the Trustees to be necessary to pay for the benefits provided hereunder to the Employees and other persons covered by the Employee Benefit Program. The Entity Premium shall be due and payable as of the date specified in the Bylaws. The Entity Premium shall not include amounts payable directly by persons receiving extended coverage under the Employee Benefit Program as required by law or otherwise.

5.02 Interest on Premiums in Arrears. Entity Premiums not paid as of the due date as provided in Section 5.01 shall be subject to the late payment process as outlined in the Past Due Contributions section of the Bylaws.

5.03 Employer Contributions Not Wages. Employer Contributions paid or accrued to the Fund through Entity Premiums shall not constitute or be deemed wages due employees, nor shall such contributions in any manner be liable for or subject to the debts, contracts or liabilities of the Participating Entity; neither the Participating Entity, any Employee, nor any Beneficiary under the Plan shall have any rights, title or interest in the Fund, except as specifically provided in this Trust Agreement.

5.04 Employee Contributions. Employees may be required to contribute a portion of the Entity Premium in amounts to be determined by each Participating Entity as appropriate for the benefits to be provided hereunder. Nothing in this paragraph shall be deemed to preclude a Participating Entity from making all or any portion of Employee Contribution payments on behalf of its Employees.

5.05 Payment in Lieu of Benefits. No Employee shall have any right to receive any part of his/her own Employee Contributions or any part of Employer Contributions paid in lieu of benefits.

5.06 Payroll Deductions. All Employee Contributions shall be paid by payroll deductions. The Participating Entity shall remit all monies obtained through payroll deductions in a lump sum to the Fund as part of the Entity Premium described herein.

5.07 Manner of Payment. All Entity Premiums and other payments to the Fund shall be payable to the name of the Trust and shall be paid in the manner and form determined by the Trustees.

5.08 Wage Reports/Audits. Each Participating Entity shall provide or make available all reports required by the Trustees. The Trustees may at any time have an audit of the Participating Entity's wage records performed by an independent Certified Public Accountant or other qualified individual or organization as determined by the Trustees to confirm the accuracy of required reports and to confirm the correct levels of contributions.

5.09 Contributions Irrevocable. Subject to the provisions of Article XVII with respect to termination of this Trust Agreement and Article XV with respect to termination of membership in the Trust, all Contributions to the Fund shall be irrevocable and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be recoverable by or payable to a Participating Entity or any Beneficiary, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and other covered persons as

provided in this Trust Agreement.

5.10 Assessments. In the event a deficit shall develop which is creditable to any plan or fiscal year, the Trustees shall order an assessment sufficient to cure the deficit. Assessments shall be distributed among the Participating Entities on a pro-rata basis, as calculated by the amount of each Participating Entity's contributions for the plan or fiscal year to which the deficit is credited. Assessments shall not exceed the amount of the Participating Entity's annual contribution to the Fund for the year to which the deficit is credited.

ARTICLE VI. PAYMENT OF BENEFITS

6.01 Benefits Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Summary Plan Description and other procedures, rules, regulations and conditions established by the Trustees, the Trust shall pay all claims for which each Participating Entity's Beneficiaries would be liable and would be entitled to receive benefits under the Employee Benefit Program.

6.02 Discharge of Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Summary Plan Descriptions and other procedures, rules, regulations and conditions established by the Trustees, liabilities incurred for claims for services rendered to the Beneficiaries of Participating Entities under the Employee Benefit Program will be relieved only by payment of claims by the Trust, by the Beneficiary, or by such other party who may be deemed responsible for payment of such claims.

6.03 Method of Payment. The Trustees shall arrange for disbursement of benefits under the Employee Benefit Trust through a Benefits Administrator appointed by the Trustees.

6.04 Summary Plan Description. The Benefits to be provided pursuant to the Trust Agreement, whether by self-funding or by insurance contract, shall be set forth in a Summary Plan Description which shall, at a minimum, generally explain the eligibility rules for coverage for Beneficiaries of the applicable Participating Entity.

6.05 Protection of Employees or Other Beneficiaries. Prior to payment to or on behalf of an Employee or other Beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or the Trust. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, and levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event, such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they come due.

6.06 Employee or Other Beneficiary Claims to Benefits. No Employee or other Beneficiary shall have any right or claim to benefits under the Employee Benefit Plan except as specified in the Summary Plan Description, policy or policies or contract or contracts procured or entered into pursuant to Articles II and IV. Any disputes as to eligibility, time, amount, or duration of benefits shall be resolved by the appropriate insurance carrier or Benefits Administrator, under and pursuant to the Summary Plan Description, policy or policies, or contract or contracts; and the Employee or

other beneficiary shall not have any right or claim in respect thereto against the Fund or Trustees. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund, as self-funded, shall be decided by the Trustees, and all disputes shall be finally settled pursuant to Article VII.

6.07 Maintenance of Reserves. The Trust shall maintain claim reserves in an amount at least equal to known incurred losses and reasonable estimates of claims incurred but not reported.

6.08 Failure to Pay Benefits. Neither the Participating Entity nor the Trustees shall be liable for the failure or omission, for any reason, to pay any benefits under the Employee Benefit Plan. If for any reason, including, but not limited to, epidemics, catastrophes, or normal depletion, the Trustees determine that self-insured funds are insufficient to pay the current claims, the amount of benefits payable to an eligible Employee or other Beneficiary shall, in all events, be limited to the extent that sufficient funds are available to the Trustees for the payment of all such claims; and, in such event, benefit payments to each eligible Employee or other Beneficiary shall be limited to the extent that sufficient funds are available from the Trust Fund, and shall be further prorated in such amounts that all such claims shall be treated proportionally equal to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, they shall be settled in accordance with the provisions of Article VII.

ARTICLE VII. CONTROVERSIES AND DISPUTES

7.01 Interpretation of Trust Documents. The Trustees shall have the power to construe, interpret and apply the provisions of this Trust Agreement and any amendments, rules or regulations adopted pursuant to this Trust Agreement as well as the terms used herein and any construction, interpretation or application adopted in good faith. Should the Trustees in good faith reach a decision in a particular circumstance which is or appears to be at odds with the terms of this Trust Agreement, such decision shall not have as its purpose of effect to in any other way modify the plan of benefits or this Trust Agreement or to obligate the Trustees to take the same or similar action on any matter then pending or which might come before them at a future date.

7.02 Settlement of Benefit Claims. The Trustees may, in their sole discretion, compromise or settle any disputed benefits claim controversy in such manner as they deem appropriate and consistent with applicable law and regulation and in accordance with the appeal procedure set forth in the then current and applicable Summary Plan Description. All decisions made by the Trustees shall be conclusive and binding upon all parties.

ARTICLE VIII. RESPONSIBILITIES AND LIABILITIES

8.01 Responsibilities and Liabilities of Trustees. The Trustees shall only be responsible for monies when and if said monies are received in accordance with the provisions of this Trust Agreement. Should the Trustees select or provide for any policy or program of self-funding, no claims for benefits or claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claims representatives, actuaries or

other officials charged with the administration of such a program of self-funding. The Trustees shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies received in hand by them for execution and administration of the terms of the Fund. The Trustees shall not be responsible for the actions or omissions of their Co-Trustees or successors, nor for the acts or omissions of other agents, or for any of the acts or omissions of any insurance company or its agents, servants or representatives, including but not limited to non-payment of claims by an insurance company or companies for any reason. No Trustee or Successor Trustee shall be entitled to any indemnifications of court costs or attorneys' fees from any liability arising from his/her own willful misconduct, bad faith or gross negligence. To the extent that their actions do not constitute willful misconduct, bad faith or gross negligence, Trustees shall not be liable for actions taken on advice of counsel for the Trust as provided in Section 4.03.

8.02 Successors' Liability. No successor Trustee shall be liable or responsible for any acts or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by acts or omissions prior to his/her appointment as Trustee, nor shall he/she be required to inquire into or take any notice of the prior administration of the Fund or Trust. A Successor Trustee is responsible solely for his/her actions as set forth in Section 8.01 herein.

ARTICLE IX. AMENDMENT OF THE TRUST AGREEMENT

9.01 Powers. It is anticipated that in the administration of this Trust, conditions may arise that are not foreseen at the time of execution of this Trust Agreement and it is the intention of the Participating Entities, Trustees and each and every party to this Trust Agreement, that the power of amendment which is herein granted be exercised in order to carry out the spirit, object and purposes of this Trust. Therefore, the general power is granted by all parties to this Trust Agreement to the Trustees to amend this Trust Agreement in accordance with the procedures set forth herein. All parties to the Trust and all persons claiming any interest hereunder are and shall be bound thereby.

9.02 Procedures. Prior to amendment of this Trust Agreement, the Trustees shall notify each Participating Entity and Trustee no less than 30 days prior to the date on which such proposed amendments are to be considered by the Board of Trustees. Such notice shall set forth in detail the nature of the proposed amendments and shall invite questions or comments. Amendments to the Trust Agreement shall require a 2/3 vote of the Board of Trustees. Approved amendments shall be signed by each Trustee voting in favor of approval. Amended or new Trust Agreements shall be filed with the State of Arizona in the manner provided by law for such agreements. Proposed amendments to the Trust Agreement shall be reviewed and approved in writing as to form by counsel for the Trust prior to approval by the Board of Trustees. Following approval by the Board of Trustees, proposed amendments shall be submitted to the governing bodies of the Participating Entities and shall become effective after approval by no less than 2/3 of the total number of Participating Entities. Upon approval of a proposed amendment by the requisite number of governing bodies as provided herein, a Participating Entity whose governing body fails to approve the proposed amendment may elect to terminate its membership in the Trust pursuant to the provisions of Article XV of the Trust Agreement.

ARTICLE X. NON-VESTING OF RIGHTS

10.01 Rights Not Vested. No Employee, family, dependents, Beneficiary nor any other person or group nor their respective successors, assigns, nor legal representatives, shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus (income or increments thereto), insurance dividends, cash value, if any, or any insurance or benefits or monies payable there from, payments from the Fund, or in or to the eligibility requirements for benefits as changed or altered. Any Beneficiary who withdraws or ceases to participate in the Employee Benefit Program does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, its corpus and assets. No Employee, family, dependents, Beneficiaries nor any other person or group nor their respective successors, assigns nor legal representatives shall have any right in or to the Trust Fund, corpus, insurance dividends, cash value, if any, of insurance, interest, income, benefits, or any benefits or money payable there from, or anything arising out of or in this Trust during the term of this Trust Agreement and any benefit he or they may have is forever terminated and discharged upon the Employee's termination of employment with the Participating Entity (quitting, discharge or otherwise), or when this Trust Agreement is terminated, wound up or dissolved. No benefit, right or interest, in any of the foregoing is transferable by the Employee to another Employee or person, corporate or otherwise except to physicians, hospitals and any other person or institution furnishing medical services within the terms of this Trust Agreement. No monies, property or equity of whatsoever nature, in the Fund, nor insurance policies or benefits or monies payable there from, nor investments, nor deposits nor any part or portion of the Fund, shall be subject in any manner by any Employee or Beneficiary, or person claiming through such Employee or Beneficiary, ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage lien or charge of whatsoever nature or kind and any attempt to cause the same is and shall be null and void.

ARTICLE XI. PROVISIONS RELATING TO INSURANCE COMPANIES

11.01 Status of Insurance Companies. No insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of the Trust Agreement shall be deemed to be a party to this Agreement, nor shall it be responsible for the validity of this Trust Agreement, nor is this Agreement in any manner for the benefit of any insurance company or companies. No insurance company is a third party beneficiary to the Trust Agreement. No insurance company shall be required to look into the terms of this Trust Agreement or to question the authority of or action of the Trustees, or be responsible to verify that any action of the Trustees is authorized by the terms of this Trust Agreement.

ARTICLE XII. PROGRAM ADMINISTRATION

12.01 Allocation of Administrative Duties. The Trustees shall have the full obligation and responsibility for administration of the Employee Benefit Program, but may designate any person, firm, corporation or other entity as an employee, agent or representative, for purposes carrying out the objectives of the Trust. The Trustees shall designate an administrator to carry out the policies established by the Trustees and to provide day to day management. An administrator appointed

pursuant to Section 12.03 may also serve in this capacity.

12.02 Termination of Agents. The Trustees may remove any agent for administration at any time, without cause, after thirty (30) days written notice to the agent or as otherwise provided in contracts for employment of such agents.

12.03 Consultant/Administrator. The Trustees shall designate a risk management consultant or insurance administrator. The designated consultant or administrator shall be licensed pursuant to Arizona Revised Statutes Title 20, Chapter 2, Articles 3 or 9. Such licensing shall be verified by the Trustees prior to any appointment pursuant to this section.

12.04 Duties of Agents. Agents shall perform all designated duties in a workmanlike and professional manner and shall keep accurate and complete records of activities as prescribed by the Trustees. Any agent designated as benefits administrator shall, in addition to the other duties set forth in this section, keep its records open for examination at reasonable times during business hours by any person authorized by the Board of Trustees and shall, within sixty (60) days after the end of each Trust year or such other date as determined by the Trustees, file with the Trustees a complete statement of its administration covering the period since the closing date of the previous statement.

12.05 Business Offices. The Trust may establish offices within the State of Arizona as required for the conduct of business and may employ necessary staff to carry out the purposes of the Trust.

ARTICLE XIII. ADDITIONAL MEMBERS

13.01 Eligibility for Membership. Any "Public Agency" as defined in A.R.S. § 11-951 is eligible to be considered for membership in the Trust subject to the terms and conditions set forth herein.

13.02 Application for Membership. An entity desiring membership in the Trust may petition the Trustees for permission to become a Participating Entity. Applicants shall submit application forms as prescribed by the Trustees and shall provide such additional information as may be requested in order to fully evaluate the application. Completed applications and supporting data shall be submitted no later than the deadlines established by the Trustees. Applications deemed incomplete by the established deadlines may be rejected in the sole discretion of the Trustees.

13.03 Approval of Applications. Completed applications will be reviewed and evaluated based on standards acceptable to the Trustees to ensure that approvals of applications are based on the best interests of the Trust, its Participating Entities and their Beneficiaries. Decisions of the Trustees may be based upon recommendations of their Employees or agents. The Trustees, in a regularly convened meeting may, by two-thirds vote, approve the application for membership subject to such terms and conditions as may be established by the Trustees in their sole discretion. Decisions of the Trustees with respect to membership applications will be final. If accepted for membership, an entity will be bound by all applicable terms and conditions of this Trust Agreement and Declaration of Trust as well as all policies, procedures and regulations established pursuant to this Trust Agreement. Representatives of Participating Entities approved for membership may attend meetings of the Board of Trustees, but will not be allowed to vote or otherwise formally participate in the governance or

benefits of the Trust until the date on which the Entity's Beneficiaries become eligible to receive benefits under the Employee Benefit Program.

ARTICLE XIV. DURATION OF AGREEMENT

14.01 Term of Agreement. This Amended and Restated Agreement and Declaration of Trust shall continue in full force and effect until terminated in accordance with the procedures set forth in Article XVII of this Trust Agreement.

14.02 Initial and Renewal Participation Requirements. The initial membership term for new members shall be for a period of not less than thirty five (35) nor more than forty-seven (47) calendar months, to the extent permitted by law if monies are appropriated. Membership in the Trust may not be terminated by any Participating Entity during the initial membership term except as expressly provided herein. Notwithstanding these limitations on voluntary termination, coverage under the Employee Benefit Plan may be suspended or terminated as provided herein for nonpayment of Entity Premiums or other violations of the terms of this Agreement and Declaration of Trust. After expiration of the initial membership term, a Participating Entity may terminate its participation as provided in Article XV herein or may request that the Board of Trustees approve an additional Renewal Term. Renewal terms may be for thirty six (36), forty eight (48) or sixty (60) months, with the duration of the Renewal Term to be selected by the Participating Entity. Approval of Renewal Terms requires a 2/3 vote of the Board of Trustees. Membership in the Trust may not be voluntarily terminated during Renewal Terms except as expressly provided herein.

ARTICLE XV. VOLUNTARY TERMINATION OF MEMBERSHIP

15.01 Procedure. Membership in the Trust may be terminated by a Participating Entity after completion of the Initial or Renewal Participation Term subject to the following conditions:

(a) Written notice of termination must be received no later than ninety (90) days prior to the end of the Initial or current Renewal Participation Term, at the end of which the termination is to be effective.

(b) Once termination is effective, a former Participating Entity may not be eligible for readmission to the Trust for a minimum of three (3) fiscal years. Application for readmission shall be made according to the procedures set forth in Article XIII.

(c) Termination will not relieve a former Participating Entity of any obligations, financial or otherwise, imposed upon Participating Entities pursuant to this Agreement and Declaration of Trust for the period during which the former Participating Entity was a member of the Trust.

(d) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.02 of this Agreement.

15.02. Termination Due to Amendment of the Trust Agreement. Notwithstanding the provisions of Article 15.01, a Participating Entity may elect to terminate its membership prior to the end of their Initial Term of Participation or their then applicable Renewal Term under the following conditions and as long as they give such notice as least ninety (90) days before the effective date of the termination:

- (a) The governing board of the Participating Entity wishing to terminate its membership pursuant to this Article must have failed to approve a proposed amendment to the Trust Agreement which was approved by the requisite number of governing boards of Participating Entities pursuant to Article 9.02 of the Trust Agreement.
- (b) The approved amendment to the Trust Agreement is to become effective prior to the end of the current Renewal Term.
- (c) The proposed date of termination of membership is to be on or before the effective date of the approved amendment to the Trust Agreement or upon such later date as may be approved by the Board of Trustees during which period the terminating entity shall not be subject to the provisions of the approved amendment to the Trust Agreement.
- (d) Any termination pursuant to this Article 15.02 shall also be subject to the provisions of Article 15.01(b).
- (e) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.02.

ARTICLE XVI. SUSPENSION AND EXPULSION

16.01 Suspension. In the event that any Participating Entity shall fail to make its contributions as specified herein, or shall fail to comply with any other terms or conditions of this Trust Agreement or other requirements established by the Trustees, the Board of Trustees may suspend benefits provided to the Beneficiaries of that Participating Entity. Prior to any suspension, the Board shall provide written notice of default to the Entity. The notice of default shall advise the Entity that:

- (a) Unless the default is cured within ten (10) working days of receipt of the notice, coverage may be suspended for a period of up to ninety (90) days without further notice or administrative process.
- (b) During the ninety (90) day suspension period, the Board of Trustees shall determine if the Entity should be terminated as a Participating Entity effective at any time before, or on completion of, the ninety (90) day suspension period.
- (c) That, prior to removal of any suspension, the Trustees may impose specific conditions for reinstatement of coverage and continued membership in the Trust.
- (d) That the entity will be liable for unpaid premiums and/or benefit payments,

administrative costs and other costs incurred by the Trust between the date that premium payments became in arrears and the date of suspension/termination of benefits plus interest accrued as provided in Section 5.02.

16.02 Expulsion. Participating Entities that are expelled from membership in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.03 of this Agreement.

ARTICLE XVII. TERMINATION OF TRUST

17.01 Termination by the Trustees. The Trust created by this Agreement and Declaration of Trust may be terminated at any time by formal resolution approved by majority vote of the Board of Trustees.

17.02 Notice of Termination. Upon termination of the Trust as provided herein, the Trustees shall forthwith notify all Beneficiaries and all other necessary parties.

17.03 Duration After Termination. Notwithstanding any provision set forth in this Trust Agreement regarding duration and termination of the Trust, the Trust shall continue in existence for as long a period as may be required to wind up its business. Upon termination, the Trustees shall continue in their capacity as Trustees for so long a period as may be required to wind up the business of the Trust.

17.04 Disposition of Trust Assets and Final Accounting. Upon termination of this Trust, any and all monies remaining in the Fund shall be disposed of in accordance with Article 18.01. At such time as the business of the Trust is wound up, the Trustees shall render a final accounting of the affairs of the Trust to the Participating Entities and their Beneficiaries. Thereafter, there shall be no claim or action against the Trustees except as expressly provided herein and they shall have no further responsibility or duties and they shall be discharged.

ARTICLE XVIII. DISTRIBUTIONS OF SURPLUS AND DEFICITS UPON TERMINATION OF THE TRUST, VOLUNTARY TERMINATION OF MEMBERSHIP OR EXPULSION

18.01 Upon Termination of the Trust. Upon termination of the Trust, the Trustees shall by majority vote provide for the development of a plan (the termination plan) to wind up the Trust's business over the course of a period not to exceed thirty six (36) calendar months from the effective date of the Trust's termination, subject to regulatory approval. The termination plan shall provide for at least the following:

- (a) Payment of all administrative and other costs reasonably required to wind up the Trust's operations;
- (b) Payment of all outstanding claims liabilities of the Trust including, without limitation, all known claims and incurred but not reported liabilities;

- (c) Payment to the Trust of any deficits owed to it by any current or former Participating Entities; and
- (d) Payment of any outstanding amounts due to former Participating Entities that have previously voluntarily terminated their memberships in the Trust in accordance with Articles 15.01 or 15.02.

18.02 Upon Voluntary Termination of Membership. For entities voluntarily terminating membership as provided under Article 15.01 or 15.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

- (a) Surpluses payable to the former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such termination, and any remaining surplus balances due being paid not later than twenty seven (27) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.
- (b) Deficits payable to the Trust from the former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such termination and any remaining deficit balances due being paid not later than twenty seven (27) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

18.03 Upon Expulsion. In the event that a Participating Entity is expelled and membership involuntarily terminated in accordance with Article 16.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

- (a) Former Participating Entities shall remain liable for the full amount of contributions that would otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the scheduled end of such Entity's Initial or Renewal Term of Participation. Amounts due to the Trust under this Article may be collected through reduction of any surpluses otherwise due to the former Participating Entity in accordance with Article 18.03 (b) or, in the event the former Participating Entity has no surplus due to it, or that the amount due to the Trust under this Article exceeds the amount of surplus due to the former Participating Entity, through assessment in accordance with Article 18.03(c).
- (b) Surpluses payable to former Participating Entities that were expelled in accordance with Article XVI shall be reduced by the amount of the Member Contributions that would

otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the scheduled end of such Entity's Initial or Renewal Term of Participation. The balance of any remaining surpluses due to the former Participating Entity after making such adjustment shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the remaining total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such expulsion, and any remaining surplus balances due being paid not later than twenty seven (27) months after the effective date of such expulsion, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

- (c) Deficits payable to the Trust from an expelled former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such termination and any remaining deficit balances due being paid not later than twenty seven (27) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

ARTICLE XIX. MISCELLANEOUS

19.01 Prosecution and Defense of Lawsuits. In the event any claim, suit, action or legal or administrative proceeding is brought against the Trust, Board of Trustees, one or more Trustees or the Fund, in connection with any matter arising out of the administration of the Trust or Fund or in connection with this Trust Agreement or in connection with any act or omission of the Board of Trustees or one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including, but not limited to, a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent them in any such suit, action or proceeding. Expenses, including counsel fees and other costs shall be paid from the Fund as long as the Trustees have acted in good faith and not with gross negligence, bad faith or willful misconduct, it being the intent to indemnify the Trustees against all honest mistakes in judgment and all acts or omissions that are not grossly negligent, deliberate or willful violations of the duties of the Trustees. In addition, the Trustees shall have the right to commence and prosecute such suits, actions or proceedings as they may determine are necessary and proper in order to protect the interests of the Trust and Fund, and, in this connection, the Trustees shall have the same rights and entitlement to reimbursement for costs and expenses as heretofore described for the defense of lawsuits.

19.02 Fiduciary Liability. The fiduciary liability and funding of all eligible benefits as determined by the Summary Plan Description shall be the sole responsibility of the Trustees.

19.03 Worker's Compensation. The insurance coverage contemplated by this Trust Agreement shall not apply in any case which is compensable under Worker's Compensation.

19.04 Sites of Fund. The office of Erin P. Collins & Associates, Inc., *Kingman, County of Mohave*, State of Arizona, shall be deemed the sites of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such State and County. This Trust Agreement is deemed made, executed and delivered in such State.

19.05 Interpretation of Trust Agreement. Whenever any words are used in this Trust Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Trust Agreement in the singular form, they shall also be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form they shall be construed as though they were also in the singular form in all situations where they would so apply.

19.06 Captions. It is understood and agreed that the captions and headings contained in this Trust Agreement are included for convenience only and that they are not and shall not be deemed a part of the Agreement and that they shall in no way define, limit or expand any of the terms, obligations or conditions set forth herein.

19.07 Severability. The parties agree that, to the extent that any provision of this Trust Agreement is in conflict with any applicable statute, regulation or rule, that provision shall be deemed unenforceable and the applicable statute, regulation or rule shall govern. Should any provision or term in this Trust Agreement be deemed or held to be unlawful or invalid for any reason, such determination will not adversely affect the remaining provisions contained herein unless such determination will make the operation of the Trust impossible or impractical. In such a case, the appropriate parties shall immediately adopt such provisions as may be required to facilitate to proper functioning of the Trust.

19.08 Taxation of Contributions, Assets, Income and Benefits. This Trust Agreement is being entered into and contributions are being made based upon the expectation that contributions made hereunder will not be subject to taxation and that benefits received by Employees or other Beneficiaries will not be deemed compensation in determination of federal, state or local tax liability. The parties hereto, individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and/or maintain a tax-exempt status for this Trust. In the event that any provisions of this Trust Agreement are determined to impose tax obligations on the Trust or Employees or other Beneficiaries, any steps necessary to eliminate such obligations shall be taken immediately. Nothing in this section shall be deemed to impose liability on the Trustees, the Trust or the Participating Entities in the event that contributions or benefits are deemed taxable or in the event that investment income received by the Trust is determined to be subject to taxation.

19.09 Cancellation. This Trust Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

19.10 Effective Date. This Trust Agreement shall be effective as of the date set forth herein.

19.11 Recording. This Trust Agreement shall be filed in accordance with all applicable Federal, State and Local laws and regulations.

ARTICLE XX. STOP LOSS PROVISIONS

20.01 Stop Loss Requirement. Specific stop-loss reinsurance shall be an integral part of any self-funded medical benefit program established pursuant to this Trust Agreement. It is the intent of the parties to this Trust Agreement that stop-loss coverage, with such attachment points and policy limits as may be deemed necessary to protect the loss fund and allow complete and timely payment of benefits, be provided by an authorized carrier licensed to execute such contracts in the State of Arizona. Specific stop-loss limits shall be an integral part of any other self-funded program established pursuant to the Trust Agreement, with such dollars limits as may be necessary to protect the loss fund and allow complete and timely payment of benefits.

ARTICLE XXI. LOSS CONTROL PROGRAM

21.01 Loss Control Program. The Trustees shall provide for the development and implementation of a program of loss control for each plan year of Trust operations. The loss control program shall be further described in the Plan of Risk Management approved each year and may include one or combinations of:

- (a) Specific and/or aggregate reinsurance
- (b) Conventional insurance, partial or full self-insurance with appropriate stop-loss payment limits
- (c) Access to preferred Provider organizations (PPO's) for benefit offerings
- (d) Medical pre-certification, concurrent and/or post discharge review
- (e) Large case management
- (f) Health and wellness promotion
- (g) Employee assistance programs
- (h) Such other loss control programs as the Trustees may determine to be appropriate.

ARTICLE XXII. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION BY PARTICIPATING ENTITIES

22.01 The Participating Entities in the Rural Arizona Group Health Trust health and welfare benefits plan shall only use protected health information (PHI) to the extent of and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, the Participating Entities may use and disclose PHI for purposes related to health care treatment, payment for health care and health care operations.

22.02 Payment includes activities undertaken by the Participating Entities to obtain individually or through the Benefits Administrator premiums or determine or fulfill its responsibility for coverage and provision of plan benefits that relate to a Beneficiary to whom health care is provided. These

activities include, but are not limited to, the following:

(a) determination of eligibility, coverage and cost sharing amounts (for example, cost of a benefit, plan maximums and copayments as determined for an individual's claim);

(b) adjudication of health benefit claims (including appeals and other payment disputes);

(c) subrogation of health benefit claims;

(d) establishing Employee Contributions;

(e) risk adjusting amounts due based on enrollee health status and demographic characteristics;

(f) billing, collection activities and related health care data processing;

(g) claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to Beneficiary inquiries about payments;

(h) obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance);

(i) medical necessity reviews or reviews of appropriateness of care or justification of charges;

(j) utilization review, including precertification, preauthorization, concurrent review and retrospective review;

(k) disclosure to consumer reporting agencies related to the collection of premiums or reimbursement (the following PHI may be disclosed for payment purposes: name and address, date of birth, Social Security number, payment history, account number and name and address of the provider and/or health plan); and

(l) reimbursement to the Trust.

22.03 Health Care Operations include, but are not limited to, the following activities:

(a) quality assessment;

(b) population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;

(c) rating provider and plan performance, including accreditation, certification, licensing or credentialing activities;

(d) underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance);

(e) conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;

(f) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Trust, including formulary development and administration, development or improvement of payment methods or coverage policies;

(g) business management and general administrative activities of the Trust, including, but not limited to:

(i) management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements, or

(ii) customer service, including the provision of data analyses for Employees, the Trust or other Beneficiaries;

(h) resolution of internal grievances; and

22.04 The Participating Entity agrees to:

(a) not use or further disclose PHI other than as permitted or required by the Summary Plan Description or as required by law;

(b) ensure that any agents, including a subcontractor to whom the Participating Entity provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Participating Entity with respect to PHI;

(c) not use or disclose PHI for employment-related actions and decisions unless authorized by a Beneficiary;

(d) not use or disclose PHI in connection with any other benefit or employee benefit plan of the Participating Entity unless authorized by a Beneficiary;

(e) report to the Trust any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;

(f) make PHI available to a Beneficiary in accordance with HIPAA's access requirements;

(g) make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;

(h) make available the information required to provide an accounting of disclosure;

(i) make internal practices, books and records relating to the use and disclosure of PHI received from Plan available to the HHS Secretary for the purposes of determining the Trust's compliance with HIPAA; and

(j) if feasible, return or destroy all PHI received from the Trust that the Participating Entity still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

22.05 In accordance with HIPAA, only the following employees or classes of employees of a Participating Entity may be given access to PHI:

(a) the human resources director or the individual assigned by the governing body of a Participating Entity to perform said function; and

(b) staff designated by the person assigned pursuant to Article 22.05(a).

22.06 The persons described in Article 22.05 may only have access to and use and disclose PHI for plan administration functions that the Trust performs for the Participating Entity.

22.07 If the persons described in Article 22.05 do not comply with the Summary Plan Description, the Trust may provide a mechanism for resolving issues on noncompliance, including disciplinary sanctions.

EXHIBIT A

Participating Entities - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective July 01, 2002:

<u>Participating Entity</u>	<u>Membership Term</u>
1. City of Holbrook	July 01, 2002 - June 30, 2019
2. City of Winslow	July 01, 2002 - June 30, 2017
3. Town of Parker	July 01, 2002 - June 30, 2016

Participating Entities - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective July 01, 2003:

<u>Participating Entity</u>	<u>Membership Term</u>
1. Kingman Academy of Learning	July 01, 2003 - June 30, 2019
2. City of Safford	July 01, 2003 – June 30, 2018

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2005:

<u>Participating Entity</u>	<u>Membership Term</u>
1. City of Page	January 01, 2005 – June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective October 01, 2005:

<u>Participating Entity</u>	<u>Membership Term</u>
1. Town of Eagar	October 01, 2005 – June 30, 2019

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective October 01, 2005:

<u>Participating Entity</u>	<u>Membership Term</u>
1. Town of Miami	June 01, 2006 - June 30, 2018

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective October 01, 2005:

<u>Participating Entity</u>	<u>Membership Term</u>
1. Town of Springerville	July 01, 2009 - June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2010:

<u>Participating Entity</u>	<u>Membership Term</u>
1. City of St. Johns	January 01, 2010 - June 30, 2016

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT

Board of Trustees effective July 01, 2010:

	<u>Participating Entity</u>	<u>Membership Term</u>
1.	City of Williams	July 01, 2010 - June 30, 2016
2.	Carpe Diem Collegiate High School	July 01, 2010 - June 30, 2016
3.	Desert View Academy	July 01, 2010 - June 30, 2016

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective March 01, 2011:

	<u>Participating Entity</u>	<u>Membership Term</u>
1.	Town of Taylor	March 01, 2014 - June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective July 01, 2011:

	<u>Participating Entity</u>	<u>Membership Term</u>
1.	Summit Fire District	July 01, 2011 - June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2012:

	<u>Participating Entity</u>	<u>Membership Term</u>
1.	Town of Snowflake	January 01, 2012 - June 30, 2018

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2014:

	<u>Participating Entity</u>	<u>Membership Term</u>
1.	City of Tombstone	January 01, 2014 - June 30, 2017

RESOLUTION NO. 2024-R004

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF SPRINGERVILLE
APPROVING THE AMENDMENTS TO THE RURAL ARIZONA
GROUP HEALTH TRUST AGREEMENT AND DECLARATION OF TRUST
DATED JULY 01, 2012**

WHEREAS, Section 11-952.01(C) of the Arizona Revised Statutes authorizes two or more public agencies to enter into agreements for the provision of employee health benefit programs; and

WHEREAS, On July 1, 2002, certain Arizona public entities entered into an Agreement and Declaration of Trust (the "Trust Agreement") establishing the Rural Arizona Group Health Trust (the "RAGHT") for the purpose of providing health benefits to employees of the Participating Entities; and

WHEREAS, Town of Springerville has been a Participating Entity in RAGHT since July 01, 2009; and

WHEREAS, the RAGHT Board of Trustees at its meeting on February 23, 2024 approved an amendment to the Trust Agreement as set forth in the attached Exhibit "A" with an effective date of July 1, 2024;

WHEREAS, The Trust Agreement amendment provision also require 2/3rds of the RAGHT Participating Entities' governing boards approval of the amendment for it to be effective;

WHEREAS, the RAGHT Trustees have signed their approval of the amendment and directed presentation of the amendment to the governing boards of the Participating Entities of RAGHT for consideration and approval; and

WHEREAS, the Town Council of Town of Springerville has determined that it is in its and its employees best interests to approve the amendment.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS

The Town Council of Town of Springerville hereby approves and adopts the proposed amendment to the RAGHT Agreement and Declaration of Trust with an effective date of July 1, 2024 which is set forth in the attached Exhibit "A".

APPROVED AND ADOPTED this _____ day of _____, 2024.

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller, Town Clerk
APPROVED AS TO FORM:

Mangum Wall Stoops & Warden PLLC
Town Attorney

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”) and the Round Valley Police Department Arizona, an Arizona municipal corporation.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.

2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.

3. **Duties and Responsibilities of Cities, Towns, Tribes and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town, tribe or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.

4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District

5. **Enrollment of Students.** The participating cities, towns, tribes and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority A.R.S. §§ 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town, tribe or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.

6. **Term and termination.** This Agreement shall expire on July 31, 2027. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

prior written notice of its intention to do so to the other parties. Such early termination shall be effective only at the end of the fiscal year in which such notice is given. Upon termination of this Agreement, each party shall retain its own property.

7. **Immigration compliance.** As required by A.R.S. § 41-4401, each party certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement. Each party shall have the right to inspect the papers of the other party and of any subcontractors to ensure that this warranty is being complied with.

8. **Conflicts of interest.** As required by A.R.S. § 38-511, each party gives notice as follows that it may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

9. **Entire Agreement; Amendments.** This Agreement represents the entire Agreement of the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or rescinded, except through a writing signed by all parties.

10. **Governing Law, Forum.** This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only the courts of Navajo County, State of Arizona, provided that nothing herein shall be deemed a waiver of either explicit nor implicit of the parties' sovereign immunity from suit.

11. **Insurance.** The participants will ensure that all parties will protect the other participants by providing insurance coverage in an amount no less than \$1,000,000 and naming each participant as an individual insured with the proper endorsements.

12. **Indemnification.** To the extent permitted by law, each party agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively ("Claims")) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The obligations under this Section shall survive termination of this Agreement.

13. **No Joint Venture.** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

14. **Workman's Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

Entity Name _____

By: _____
Authorized Signee

Print Name: _____

ATTEST: _____

Board Clerk

Date: _____

NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

Print Name: _____

Date: _____

ATTEST: _____

Board Clerk

Date: _____

ATTORNEY CERTIFICATION

The undersigned certify that they have reviewed the foregoing Agreement and that said Agreement is in proper form and is within the powers and authority granted to the public body represented by the respective attorneys.

Attorney for

Kristin M. Mackin

Attorney for Navajo County Community College District



TOWN OF SPRINGERVILLE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to Arizona Revised Statutes Section 9-462.04(A)(1) that the Springerville Town Council will hold a public hearing on the following matter:

-APPEAL to deny the Conditional Use Permit for 64 North D Street (Parcel #105-42-046A), that the Planning and Zoning Commission approved on June 11, 2024, allowing the property to be utilized as a mobile home park, under the Town's current MHP, Mobile/Manufactured Home Parks zoning regulations.

PUBLIC HEARING on this topic will be held on July 17, 2024, at 6:00 p.m. in the Council Chambers at 418 E. Main Street. The public is encouraged to attend the hearing and express their opinions.



PUBLIC NOTICE / NOTICE OF PUBLIC HEARING

Town of Springerville Summary Schedule of Estimated Revenues and Expenditures/ Expenses Fiscal Year 2024/2025

On June 19, 2024, the Springerville Town Council adopted the Tentative Budget for the fiscal year ending June 30, 2025. The Town Council will meet and hold a public hearing July 17, 2024, at or after 6:00 p.m. at the Springerville Council Chambers located at 418 E Main St., Springerville, AZ 85938, to hear and take action on the final budget for FY24/25. The public is encouraged to attend this public hearing on the budget and express their opinions.

City/Town of Springerville Summary Schedule of estimated revenues and expenditures/expenses Fiscal year 2025

Fiscal year	S c h		Funds									
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds		
2024	Adopted/adjusted budgeted expenditures/expenses*	E	1	5,203,473	10,314,806	25,000	0	0	3,371,288	0	18,914,567	
2024	Actual expenditures/expenses**	E	2	3,782,440	1,158,374	25,000	0	0	1,291,686	0	6,257,500	
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	6,226,766	1,115,843	0	0	0	1,199,465	0	8,542,074	
2025	Primary property tax levy	B	4	0							0	
2025	Secondary property tax levy	B	5								0	
2025	Estimated revenues other than property taxes	C	6	5,259,866	8,003,271	0	0	0	2,547,699	0	15,810,836	
2025	Other financing sources	D	7	0	0	0	0	0	0	0	0	
2025	Other financing (uses)	D	8	0	0	0	0	0	0	0	0	
2025	Interfund transfers in	D	9	0	42,400	26,000	0	0	0	0	68,400	
2025	Interfund Transfers (out) Line 11: Reduction for fund balance reserved for future budget year expenditures	D	10	68,400	0	0	0	0	0	0	68,400	
2025	Maintained for future debt retirement		11								0	
2025	Maintained for future capital projects											0
2025	Maintained for future financial stability											0
2025	Maintained for future retirement contributions											0
2025	Total financial resources available		12	11,418,232	9,161,514	26,000	0	0	3,747,164	0	24,352,910	
2025	Budgeted expenditures/expenses	E	13	11,419,232	9,161,514	25,000	0	0	3,747,164	0	24,352,910	

Expenditure limitation comparison

- 1 Budgeted expenditures/expenses
- 2 Add/subtract: estimated net reconciling items
- 3 Budgeted expenditures/expenses adjusted for reconciling items
- 4 Less: estimated exclusions
- 5 Amount subject to the expenditure limitation
- 6 EEC expenditure limitation or voter-approved alternative expenditure limitation

	2024	2025
1	\$ 18,914,567	\$ 24,352,910
2		
3	18,914,567	24,352,910
4	6,480,000	12,161,514
5	\$ 12,434,567	\$ 12,191,396
6	\$ 13,327,885	\$ 13,870,953

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
 ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
 *** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Stormy Palmer, Zoning Administrator
DATE: July 17, 2024
SUBJECT: Appeal Conditional Use Permit for 64 North D Street

SUGGESTED MOTION:

I move we **grant the appeal** and revoke the Conditional Use Permit for 64 North D Street

Or I move we **deny the appeal**

Or I move we table this item

STAFF REPORT

Planning and Zoning Commission Chairwoman Terry Shove will be representing the Commission on this item.

An application was received on June 26, 2024, to appeal/revoke a CUP that the P&Z Commission approved at their regular meeting held June 11, 2024. The CUP was granted allowing the property owner to utilize the property as a mobile home park. MHP, Mobile/Manufactured Housing zoning is an allowed/applicable conditional use under the property's current zone of C-1, General Commercial.

The Commission made it is decision to grant the CUP taking into consideration the following information:

- There have been previous CUPs granted to the previous property owner all involving multi-family housing of some form (i.e., apartments, tiny homes, manufactured houses etc.), there was little to no opposition on the previous applications.
- These previous CUPs have all either expired or have been overridden by another application; this is the reason the new owner started fresh with a new application.
- That as part of the previous CUPs, water and sewer infrastructure, including two fire hydrants, has already been installed on the property
- They added additional conditions stating that the Rules and Regulations for the park be kept up to date with Planning and Zoning Dept., and that the State's crime free addendum be added to them.
- As with any project, the property owner would be required to get building permits for each individual unit and comply with the zoning code in all matters.

As per Town Code and State statues, property owners within a 300' radius were notified of all P&Z meetings on this matter, as well as this appeal application. Notice was also posted on the property a minimum of 15 days before the meetings and public hearing notices posted in the bulletin boards, newspaper, and website.

ATTACHMENTS

Application for Appeal and letter 06-26-2024

Additional documents from Appeal applicant 07-11-2024

P&Z Minutes 05-14-2024 and 06-11-2024

Town Code Section 17.84.050-Conditional Use Permit-Appeals



TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

APPLICATION FOR VARIANCE OR APPEAL

William Gleeson

Name of Applicant(s)
(Applicant must be the legal owner or
Show Power of Attorney)

~~XXXXXXXXXX~~
Springerville, AZ 85938
Applicant Mailing Address

~~(520) 557-0053~~
Applicant Telephone Number(s)

William Gleeson

Signature of Applicant(s)

June 26, 2024
Date

#105-42-046A

Parcel Number(s)
(Attach legal description)

64 North D St.
Springerville, AZ 85938
Property Address

COMMERCIAL
Current Zoning Classification

Reason Variance is being requested: check all that apply:
Lot Coverage ___ Lot Size ___ Lot Width ___ Sign ___
Parking ___ Setbacks ___ Height & Area Req. ___
Nonconforming Use ___ Accessory or Special Use
Fence ___ Landscaping

See Page 2 for required documentation

Fee: \$ 200⁰⁰
Received By: [Signature]
Date Stamp:
RECEIVED
JUN 26 2024 [Signature]

Neighborhood Meeting: _____
P&Z Hearing: _____ Notice Date: _____
Action: _____
Confirmed By: _____

All documentation MUST be submitted before an application is complete

Dear Stormy, Kelsi, and the Board of Appeals:

We share a common and deeply vested interest in the Town of Springerville, our neighbors, and local businesses.

Our local economy is built primarily on recreation and tourism.

As board members review this Application for Conditional Use, we implore members to make decisions with our history, our current financial challenges, and future generations in mind. A mobile home park will invariably negatively impact that future. We have a responsibility to future unborn generations to protect our thriving industry of tourism.

The last thing that should be built at the entrance of town from the east (where tourists coming from New Mexico develop a first impression) in a financially challenged town, in the poorest county in Arizona, is a trailer park.

As we understand it, the property located at 64 N. D Street is not zoned for residential, but is zoned C-1 (Commercial). Highway frontage should be kept for business purposes, with only exceptions that make perfect and positive sense. Trailer parks historically and inarguably devalue all property around them.

A "single-wide" trailer park at the proposed location will devalue the nearby and newly constructed Springerville RV Park. The RV Park is festive and fits our local model of tourism and recreation. The Springerville RV Park has been consistently filling up, however, a nearby trailer park will most likely impede the progress the owners have made. The owners of the Springerville RV Park have invested thousands upon thousands of dollars into our community and they deserve a voice and a say.

A trailer park will hinder and devalue the sale of site-built homes and homesites at the nearby Collins Park where we understand single-family new construction is proposed to take place.

Termain Storage next door has been a positive contributor to our community for decades. Janet Termain deserves to be heard and respected.

Have we considered the fallout effect of local established business owners selling and pulling up stake in despair and those businesses and properties falling into disrepair? Perhaps Mr. Graves has considered this and is secretly waiting in the wings to buy up more properties at discounted prices.

If we want to bring in the right kinds of people and businesses from the overflow of Show Low/Pinetop and other flourishing areas nearby, the Town of Springerville must remain *long-term patient* and very strategic in what type of businesses and housing complexes they allow in, and where they go, or it will scare all the good people and businesses away. This would create much worse long-term consequences for us and the town.

Mobile home parks always start off new, clean, and generally well managed. However, mobile home parks are eventually sold or otherwise change hands. As I look around Springerville and the greater Round Valley area, I see dilapidated trailer parks that have fallen into great disrepair.

It is objectively clear that Planning and Zoning and/or Code Enforcement in both Springerville and Eagar do not have the staffing levels to properly address issues as they arise. We are left with problematic eye sores like the Wye trailer park near the rodeo grounds, Cienega Vista off Maricopa east of Butler, and our very own Thompson Acres on North Papago near the town yard. Trailer parks ultimately become problems that cannot be fixed, rectified, or even removed. Please don't put one on our commercial highway frontage for all the world to see!

We have discovered that the proposed trailer park is not even going to be new double-wides, but single-wide trailers will be brought in. The idea that a trailer park will provide affordable housing to attract young families, police applicants, and new teachers to our community is not realistic. Quality and professional teachers and police don't live in single wide trailers with their families in a trailer park on the highway.

Alternatively, a trailer park in our town would be yet another address our local police memorize by heart because we go so often. (Yes, we know the addresses of trailer parks in both towns). Quiz me if you'd like. An additional trailer park will bring in the wrong element for our town, the immediate area, and would become yet an additional burden on our already short-staffed local law enforcement.

The term "affordable housing" is arguably only a euphemism for saying "poor." Please, let's think bigger and be more creative! First and foremost, let's protect our limited C-1 commercial zoned properties. Let's protect the already established businesses and the long-time residents that live in their quiet and homes set back off the highway.

Mr. Graves can build his trailer park out of the way and somewhere else.

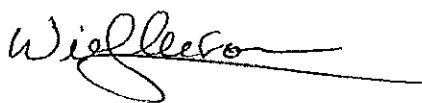
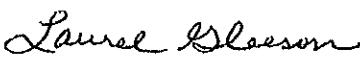
Mr. Graves' single-wide trailer park is parallel to the current outside windmill corporate greed coming into our community, exploiting our presumed need and

naivety, then taking their (his) proceeds elsewhere. I understand Mr. Graves alleges that he plans to move here. Prove it and we'll talk when you're a neighbor.

Other municipalities in Arizona continue to zone up and spend millions in improving real estate values. We cannot afford to be the town that goes backwards. Other commissioning teams consider the long-term happiness of established voters who are willing to sacrifice in the communities where they live and work. The very nature of establishing commissioning boards is to protect the long-term residents from unsightly whims of predatory practices.

Please protect our limited C-1 zoned frontage properties for a thriving future. We hereby appeal the Planning and Zoning Commission's July 11th decision reference the Conditional Use Permit for 64 N. D Street.

Respectfully Communicated,

  6/26/2024

William and Laurel Gleeson
Related Parcel Number 105-48-014


Springerville, AZ 85938

RECEIVED
JUL 09 2024

Dear Board of Appeals:

We share a common and deeply vested interest in the Town of Springerville, our neighbors, and local businesses.

Our local economy is built primarily on recreation and tourism.

As board members review this application for conditional use, we implore members to make decisions with our history, our current financial challenges, and future generations in mind. A mobile home park will invariably negatively impact that future. We have a responsibility to future generations to protect our thriving industry of tourism.

The last thing that should be built at the entrance of town from the east (where tourists coming from New Mexico develop a first impression) in a financially challenged town, in the poorest county in Arizona, is a trailer park.

The property located at 64 N. D Street is not zoned for residential, but is zoned C-1 (Commercial). Highway frontage should be kept for business purposes, with only exceptions that make perfect and positive sense. Trailer parks historically and inarguably devalue all property around them.

A single-wide trailer park at the proposed location will devalue the nearby and newly constructed Springerville RV Park. The RV Park is festive and fits our local model of tourism and recreation. The Springerville RV Park has been consistently filling up. A nearby trailer park will impede the progress the owners have made. The owners of the Springerville RV Park have invested thousands upon thousands of dollars into our community and they deserve a voice and a say.

A trailer park will hinder and devalue the sale of site-built homes and homesites at the nearby Collins Park where single-family new construction is proposed to take place.

Termain Storage next door has been a positive contributor to our community for decades. Janet Termain deserves to be heard and respected.

Have we considered the fallout effect of local established business owners selling and pulling up stake in despair and those businesses and properties falling into disrepair? Perhaps Mr. Graves has considered this and is secretly waiting in the wings to buy up more properties at discounted prices.

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Alternatively, a trailer park in our town would be yet another address our local police memorize by heart because we go so often. (Yes, we know the addresses of trailer parks in both towns). Quiz me if you'd like. An additional trailer park will bring in the wrong element for our town, the immediate area, and would become yet an additional burden on our already short-staffed local law enforcement.

The term "affordable housing" is arguably only a euphemism for saying "poor." Please, let's think bigger and be more creative! First and foremost, let's protect our limited C-1 commercial zoned properties. Let's protect the already established businesses and the long-time residents who live in their quaint and quiet homes set back off the highway.

Mr. Graves can build his trailer park out of the way and somewhere else.

Mr. Graves' single-wide trailer park is parallel to the current outside windmill corporate greed coming into our community, exploiting our presumed need and

naivety, then taking proceeds elsewhere. I understand Mr. Graves alleges that he plans to move here. Prove it and we'll talk when you're a neighbor.

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Respectfully Communicated,

William and Laurel Gleeson
Related Parcel Number 105-48-014


Springerville, AZ 85938

With great trust in the members of our town council, we present our heart-felt reasonings as to why we are appealing the hasty decision of three board members over the collective wishes of multiple local families. Families who understand that their lives will be needlessly up-ended by an outside investor. Families who are united in asking that we are granted relief to maintain the quiet and peaceful state of the properties we own. We sincerely pray that the members of the Town Council will honor Round Valley residents over what an outside investor is trying to off-load.

In addition to the letters previously submitted by residents to Planning and Zoning, in which lengthy opposition to a permanent single-wide trailer park has been detailed, please picture a young married couple. The couple is giddy with excitement over their new purchase on US 60. The couple has decided to commit to working extra shifts and generally live paycheck to paycheck to make their dream come true: owning property in Springerville. Year after year, when the going gets tough, and they are exhausted with the extra hours of working apart, they console themselves that sacrificing to pay for their beautiful sunny property will one day pay off, because nice real estate appreciates in value. Especially property that is the first welcomed sight to travelers as they approach the eastern entryway to The White Mountains.

There is really only one way to destroy their dream and ruin the value of such a property.

And that is for an outsider to grade everything down, throw up a "shield" fence, and crowd together hauled-in single-wides for non-committed renters. And then, by his own admission, expect the county to maintain his road. Mr. Graves is on the record for stating that people in ShowLow are desperate to fill up his trailers. People, he says, who want "to get out of the drug scene." People who don't vote or pay taxes here, people who are not legally invested in the future welfare of Round Valley.

Not one person on the Town Council would be thrilled if the precedent was set for single-wide trailers to be left next door. Trailers ready to be stained in the snowy climate. Ready to be de-shingled in the March winds. It's legally impossible to move trailers out once they are allowed head-way in, which is why the trailer parks we already have are littered with abandoned shells. By the very definition of what Mr.Graves is hauling in—extra-large dumpsters, traffic, burdensome code enforcement, and unwelcomed out-of-towners,without on-site management—he can't seriously promise a project that is "nice" or "green" long-term.

Not one Council person would be happy, even if all the amazing, dazzling promises of Mr. Graves came true for a time, and this project didn't lead straight to subsidized government housing.

Please have mercy on your fellow Round Valley residents who do not want this nightmare either. Please don't let what we have spent years working for be ruined.

Local realtors understand that the value of new site-built home lots in the US 60 area such as Collins Park will be negatively affected. Local business owners understand that tourists will see another trailer park and just keep passing on through to spend their money elsewhere. Mr. Graves is not offering young couples a solution to a "crisis," but causing mounting bitterness and resentment in long-time residents while padding his own Flagstaff pockets. The young couples who live here NOW do not want this, and have signed the petition.


We would never purposely smash the investments of our local friends or neighbors when they have literally begged for reprieve. We could not do that to our neighbors and sleep at night. Please, vote to maintain our spacious and quiet country-living lifestyle, quaint and full of family and legacy. Please do unto others as you would have done unto you and vote to overrule the conditional use permit for another single-wide trailer park to be hauled in.

Sincerely,

Laurel Gleeson

Laurel Gleeson

Related Parcel #105-48-014

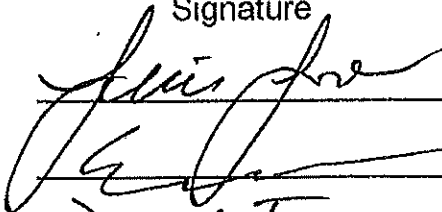
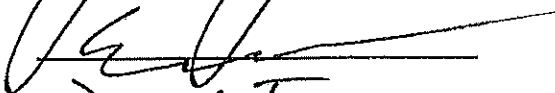

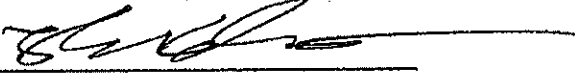
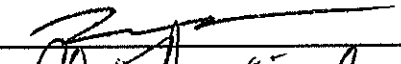



Springerville, Arizona
85938

I oppose the Conditional Use Permit that would allow a mobile home park to come in at 64 N. D Street in Springerville.

Name
James A. Soresi
George W. Ziegler
Andrew I. Orona
Desiree Stover
Warren Abbott
Kim Hoffman
DIANE GONZALES
RAY A. GONZALES
Adrianna Marqueny
RAY Barraza
Keith Burrell
Sharon Burrell
WILLIAM GLEESON
Laurel May Gleeson
Jacob Deehr
COBY MILLER
Jacque Fisher
WILLIAM

Signature
James A. Soresi
George W. Ziegler
Andrew I. Orona
Desiree Stover
Warren Abbott
Kim Hoffman
Diane Gonzales
Ray A. Gonzales
Adrianna Marqueny
Ray Barraza
Keith Burrell
Sharon Burrell
William Gleeson
Laurel Gleeson
Jacob Deehr
Coby Miller
Jacque Fisher
William

I oppose the Conditional Use Permit that would allow a mobile home park to come in at 64 N. D Street in Springerville.

Name	Signature
Luis Lozano	
Kwilett SLADE	
Dan Watson	Dan Watson
Lorraine Watson	L. Watson
Geraldine Silva	G. Silva
David Silva	David Silva
SARAH TERMAIN	Sarah Termain
Don Clark	
ART DRAUT	Art Draut
Nellie Brown	Nellie Brown
John Lesueur	
Joseph Apodaca	
Elisa Roginuel	Elisa Roginuel
Nysha Hibbard	
Erika Torres	
Marian Castillo	Marian Castillo
Connie Taylor	Connie Taylor
Sandra P. Soresi	Sandra E. Soresi



TOWN OF SPRINGERVILLE PLANNING AND ZONING COMMISSION

TUESDAY, May 14, 2024, at 6:00 PM
TOWN OF SPRINGERVILLE COUNCIL CHAMBERS
418 E. MAIN STREET SPRINGERVILLE, AZ 85938

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the Springerville Planning and Zoning Commission and to the general public, that the Commission will hold a meeting open to the public at the Springerville Town Hall Council Chambers, 418 E. Main St., Springerville, Arizona. The Planning and Zoning Commission reserves the right to adjourn into Executive Session in accordance with Arizona Revised Statutes Section 38-431.03 (A)(1)(3)(4) and (7) for legal consultation on any of the following agenda items.

1. **CALL MEETING TO ORDER:** Chairwoman Shove called the meeting to order at 6:01 pm.
2. **PLEDGE OF ALLEGIANCE:** Mayor Shelly Reidhead led the Pledge of Allegiance.
3. **ROLL CALL:** Members of the Planning and Zoning Commission or Legal Counsel that are unable to be present in person at a scheduled Commission meeting, may participate in the meeting by telephone or video conference.

Present: Chairwoman Terry Shove; Vice-Chairwoman Trinity Raymer; Commissioner Teresa Becker; Commissioner Brian Hayes

Absent: None

A quorum is present.

Staff Present: Planning and Zoning Director Stormy Palmer; Town Manager Tim Rasmussen

4. **PUBLIC PARTICIPATION:** This portion of the agenda is set aside for the public to address the Commission regarding items, whether they are listed on the agenda for discussion or not. However, the Commission cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action. (A.R.S. §38-431.02(H)).

The following summaries of written correspondences regarding the conditional use permit application on this agenda were read for the record by Ms. Palmer.

William Gleeson: Has concerns about allowing a mobile home park. He explains that the commercial district should stay commercial. Mr. Gleeson states that a "mobile home park will negatively impact the future," and that they eventually "fall into great disrepair." He asks that the Commission please protect our C-1 Commercial properties for future generations.

Pete Gonazales: stated that he wishes that he could attend the meeting. He does not want the mobile home park, stating that "trailers and storage units diminish the value of our home and other surrounding properties."

Melvin Termain (on behalf of Janet Termain): Is concerned about "zoning the property residential." She stated that if the application is approved the city should make the applicant have Covenants, Conditions, and Restrictions (CC&Rs) on file and enforce them, with severe consequences for not doing so. They further stated that they would like to have input on the CC&Rs with their suggestions being as follows:

- A) Park must be kept in "Class A Condition" at all times. This should include no trailers over 15-20 years old and all trailers should be constantly maintained without exception.
- B) Must be constant maintenance of the park and trailers with severe enforcement rules for not doing so. These should include no storing items of any kind on porches, around trailers etc. Must be a high quality "maintenance program" that is enforced without exception.
- C) Must be a very specific plan for starting, doing and finishing the construction. We are very concerned of dirt and dust blowing into our property. It is a health hazard and could be a liability if it gets into the customer's storage units and damages their property.
- D) Must be specific requirements for "ongoing repairs and maintenance" for both the trailers and the trailer park
- E) Must be specific plans and requirements for tenants/owners moving in and out of the trailer park with severe consequences that are easily enforceable for the owner and the neighbors if they are not abided by.
- F) Must be specific requirements for noise reduction in the park. No blasting radios, loud music, revving engines, yelling etc. at any time. This would include certain activities that create noise being required to stop by 6pm etc.
- G) Must be plenty of lighting throughout the park, especially along our property line and the back fence/north alleyway.
- H) Concerns about how utilities will be installed. Installing utilities along our property line could be an inconvenience and liability for us. If it creates more liability causing insurance to go up, these increases should be the responsibility of the trailer park owners to their neighbors.
- I) Don't want their trash cans next to our fence. Creates a smell that will devalue our property, in addition to what a trailer park in the area will already devalue the area. Trash cans should be in the middle of the park next to the north alleyway.
- J) May want to consider a 55+ community only which will reduce some of the types of people we do not want in the community.

"All the above should be very easily enforceable with severe consequences to the owners/tenants for the trailer park by both the neighbors and city so neighbors don't have to file lawsuits to enforce basic rights that are violated by the trailer park owners/tenants/etc. These should include automatic compensation to neighbors for consistent and large one-time clear violations when presented to the city and/or the courts, and/or a judge/arbitrator."

Melvin Termain: Have owned Termain Storage since 1985, we have a vested interest in the Town of Springerville, nearby areas, our neighbors and the local businesses. Along the highway should be kept for business purposes. "Trailer parks devalue all the property around them. The last thing that should go in that location (at the entrance of the town where visitors get a first impression), in one of the poorest towns, in the poorest county in Arizona, is a trailer park. We are all going to get the trouble coming to us if the city allows it." If we want the right kind of people and businesses from other areas nearby, the city needs to be patient and strategic in what type of businesses and housing complexes they allow in, and where they go. Have lived in various areas and been a Commercial Property Real Estate Manager and Consultant. "Trailer parks are not good for a community and a sign it's on its way to the bottom. They always bring in the wrong kinds of people and the consequences that come with it.

Ames Cox: Voiced concerns about allowing the permit. Would like to respectfully request the zoning committee survey the surroundings and consider whether this should remain commercial, this area is prime to allow more businesses to be built and still connected to downtown. Also requested that it be taken into consideration the additional crime that is known to occur in mobile home parks, and the budget that would be required to hire more law enforcement.

Shiree Calvillo-Cox: Has concerns, and before the permit is issued is requesting more information on the following questions/concerns, and requested the item be tabled to allow the property owner and commission to address them.

- Is this a family park or 55+?
- Will the owners be intimately involved with the park?
- What type of people is the park looking to attract?
- What implications will this have on crime, theft and litter?
- Will this have implications on property values?

No further Public Participation

5. CONSENT ITEMS:

- A. Consider approval of the April 9, 2024, Planning and Zoning Commission meeting minutes.

Motioned by: Vice-Chairwoman Raymer; **seconded by:** Commissioner Hayes to approve consent item 5A. as presented.

AYE: Chairwoman Shove, Vice Chairwoman Raymer, Commissioner Becker, Commissioner Hayes

4-0 Passed – Unanimously

- 6. ZONING ADMINISTRATORS REPORT:** Ms. Palmer explained to the Commission that she had given them some handouts that are not necessarily for tonight's meeting but she wanted the Commission to be aware. The first is a copy of HB2325, this bill has passed the House and the Senate, and is awaiting the Governor's signature or veto. This bill states that municipalities cannot prohibit the keeping of fowl (chickens) in the backyards of single-family dwellings on a half-acre or less of property. It gives the restrictions that municipalities can impose, such as the

amount of fowl that can be kept etc. Ms. Palmer gave this to the Commission so that in the event it is signed by the Governor, the Commission will need to begin discussion to modify certain residential zoning codes to put the parameters in place before the bill becomes law. Chairwoman Shove asked what is in code now, Ms. Palmer explained that currently chickens are only allowed in agricultural zones. There was a small amount of further discussion on this matter. Ms. Palmer advised the Commission that it should be known by the next meeting if Governor signed the bill.

Ms. Palmer also told the Commission that she also provided them with a copy of the last approved Rules and Regulations for the Planning and Zoning Commission that she was able to find in her research. The approval was from September 2004. These were provided in preparation for next month's work session.

She advised the Commission that several people have come in and picked up conditional use permit applications, but none have returned completed at this time.

Several code enforcement letters have been sent out. She stated that at this time due to busy schedule that code enforcement is being done mainly complaint based, she is hoping in the future to do more active code enforcement. Ms. Palmer explained that she spoke with the Town Attorney regarding the furniture store, and the process to write a letter regarding inspection and going forward to deal with the safety concerns.

For information Ms. Palmer let the Commission know about the change in the 4th of July Parade route, the parade will still start in Eagar, come down South Mountain and then end at Zuni street. The change is due to new state regulations that state highways cannot be completely shut down for parades. She also let them know that letters were sent out last week regarding utility easements in the El Cajon/Hacienda areas of Town. This is due to the fact the Town will be installing radio read water meters. The easements were previously recorded, and the Town needs access to them

7. **LIAISON REPORT:** Chairwoman Shove gave the liaison report; she stated that there was a full meeting, discussion about pickle ball grant, with Kim Holloway volunteering to help with the grant, the location will be the old basketball courts at the park; the pool committee was on the agenda but did not show; the new Town logo was chosen; lots of tourism tax requests; the ADOH agreement was approved along with the Animal Control IGA. Also Council approved sending out the utility easement letter.

OLD BUSINESS

8. Discussion and possible action regarding review and formal revocation of Conditional Use Permit for 63 North D Street (Parcel #105-42-046A) issued on October 15, 2015. Permit was issued to allow the construction of an 11-unit manufactured home complex. Ms. Palmer explained some history regarding the previous CUPs on the property, all being for multi-family housing. She also explained that this is the same property as 64 North D Street on this same agenda; the address was corrected at the request of the current owner so that it would be in line with other street addresses. Ms. Palmer advised the Commission that previous CUPs issued all had time limits to begin development, and that the previous owner had issues with getting manufactured homes to place on the property, partly because of covid, and other supply chain

issues. Chairwoman Shove said the idea was to buy the mobile homes to rent them that was an issue. Town Manager Rasmussen states that the issues were more to do with warranties because the previous owner wanted to rent them. Ms. Palmer concludes with stating that due to changes and CUPs being expired, new owner Mr. Graves, is starting fresh with new application.

Motioned by: Commissioner Becker; seconded by: Vice-Chairwoman Raymer to formally revoke the Conditional Use Permit allowing manufactured home park.

AYE: Chairwoman Shove, Vice Chairwoman Raymer, Commissioner Becker, Commissioner Hayes

4-0 Passed – Unanimously

9. Discussion and possible action regarding review and formal revocation of Conditional Use Permit for 705 East Main Street (Parcel #105-20-008A) issued on December 9, 2010. Permit was issued to allow a preschool to operate on the property. Ms. Palmer explained the location of the building, and that there has not been a business license, or utilities turned on to the property in 10+ years.

Motioned by: Commissioner Becker; seconded by: Vice Chairwoman Raymer to formally revoke the Conditional Use Permit allowing a preschool on the property.

AYE: Chairwoman Shove, Vice Chairwoman Raymer, Commissioner Becker, Commissioner Hayes

4-0 Passed – Unanimously

NEW BUSINESS

10. Discussion and possible action regarding Conditional Use Permit application for 64 North D Street (Parcel #105-42-046A). Applicant is requesting to utilize the property as a mobile home park. The property is zoned C-1, Commercial with MHP Zone, Mobile/Manufactured Home Parks being listed as a possible conditional use. Discussion is as follows: Chairwoman Shove introduced the items and explained that the letters read during Public Participation were in reference to this application. The applicant, Mr. Graves, was invited up to speak; he introduced himself and gave a bit of his background, including that he has owned, managed and consulted on other mobile home parks in the State. His proposal for a mobile home park is allow more affordable housing. He wants to adhere to the zoning, and wants to keep a well-maintained park with green spaces etc. He wants this to be a positive for the local housing market. While he is slated for double-wide mobile homes, he would like to start with single-wides for cost reasons. His intent is to place two mobiles on a year, stating that there is a lot of prep work that needs to be done to the property before he can move any mobile home on to it. Mr. Graves also states that there will be park rules and regulations in place. Chairwoman Shove asks the difference between CC&Rs and Rules and Regulations; Vice-Chair Raymer responds that CC&Rs are mostly

utilized in subdivisions and rules and regulations would be for renters. The Commission asks Mr. Graves to supply a sample of the Rules and Regulations for the next meeting. Chairwoman Shove addresses concerns about mobile home parks looking old, she stated that she has seen some that have been very well maintained. There are brief discussions that follow regarding fencing around the property, tentative rent pricing, and size of mobiles. Ms. Palmer advises the Commission that Town Manager Rasmussen wanted to speak on this matter. Mr. Rasmussen addresses the Commission, and requesting that it be noted for the minutes, that the infrastructure was installed, inspected, and approved for this property previously. He also addresses concerns regarding maintenance and management, citing that the local White Mountain Motel had major issues, but is now doing very well under the new management. Chairwoman Shove questions that previously property was slated for 11 units and is now 14 units, can the infrastructure handle it? Manager Rasmussen stated that yes, the infrastructure can handle it, the units will be individually metered, and two fire hydrants have been installed on the property. Discussion begins to wind down, Ms. Palmer asks the Commission if there is anything besides the rules and regulations that they would like Mr. Graves to provide before the next meeting; Chairwoman Shove asks Mr. Graves about chip-seal or paving and states that she would like that information provided.

Motioned by: Commissioner Becker; seconded by: Commissioner Hayes due to opposition to continue this item to the next meeting and set for a public hearing.

AYE: Chairwoman Shove, Vice Chairwoman Raymer, Commissioner Becker, Commissioner Hayes

4-0 Passed – Unanimously

11. ADJOURNMENT:

Meeting adjourned at 6:47 PM



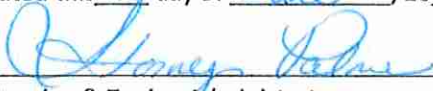
Terry Shove Chairperson

ATTEST:


Planning & Zoning Administrator

I hereby certify that the foregoing is a true copy of the minutes of the Springerville Planning and Zoning Commission in a regular meeting held on May 14, 2024. I further certify that the meeting was duly called, and a quorum was present.

Dated this 11 day of June, 2024



Planning & Zoning Administrator



TOWN OF SPRINGERVILLE PLANNING AND ZONING COMMISSION

TUESDAY, June 11, 2024, at 6:00 PM
TOWN OF SPRINGERVILLE COUNCIL CHAMBERS
418 E. MAIN STREET SPRINGERVILLE, AZ 85938

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the Springerville Planning and Zoning Commission and to the general public, that the Commission will hold a meeting open to the public at the Springerville Town Hall Council Chambers, 418 E. Main St., Springerville, Arizona. The Planning and Zoning Commission reserves the right to adjourn into Executive Session in accordance with Arizona Revised Statutes Section 38-431.03 (A)(1)(3)(4) and (7) for legal consultation on any of the following agenda items.

1. **CALL MEETING TO ORDER:** Chairwoman Shove called the meeting to order at 6:00 pm.
2. **PLEDGE OF ALLEGIANCE:** Brian Hayes led the Pledge of Allegiance.
3. **ROLL CALL:** Members of the Planning and Zoning Commission or Legal Counsel that are unable to be present in person at a scheduled Commission meeting, may participate in the meeting by telephone or video conference.

Present: Chairwoman Terry Shove; Commissioner Teresa Becker; Commissioner Brian Hayes

Absent: None

A quorum is present.

Staff Present: Planning and Zoning Director Stormy Palmer; Town Manager Tim Rasmussen; Town Attorney Brandon Kavanagh (telephonic)

4. **PUBLIC PARTICIPATION:** This portion of the agenda is set aside for the public to address the Commission regarding items, whether they are listed on the agenda for discussion or not. However, the Commission cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action. (A.R.S. §38-431.02(H)).

Chairwoman Shove explained that this portion of the meeting was for anyone that wanted to speak

on matters other than the Conditional Use Permit application for 64 North D Street, that item had a public hearing set.

5. CONSENT ITEMS:

- A. Consider approval of the May 14, 2024, Planning and Zoning Commission meeting minutes.

Motioned by: Commissioner Becker; seconded by: Commissioner Hayes to approve consent item 5A. as presented.

AYE: Chairwoman Shove, Commissioner Becker, Commissioner Hayes

3-0 Passed – Unanimously

- 6. ZONING ADMINISTRATORS REPORT:** Ms. Palmer advised the Commission that Vice-Chairwoman Trinity Raymer officially resigned from the Commission as of yesterday (June 10, 2024). This now leaves two vacancies on the Commission. Ms. Palmer advised the Commission and the public that if anyone is interested, applicants need to be over 18 and a resident of Springerville, they can contact her for more information. Ms. Palmer also let the Commission know that the work session that was tentatively planned for this date was postponed due to the size of the agenda; at this point we have an application for a conditional use permit and tentatively a rezoning application, which will have a public hearing as well. Ms. Palmer said that she would email Commission after meeting and see about scheduling work session in July. She did remind the Commission that even though it is a public meeting it does not necessarily need to be held on the same day as the regular meeting or even the same time, it could be held in an afternoon if need be. Ms. Palmer stated that she gave the Commission copies of HB2720, this bill has to do with accessory dwelling units (ADUs) or is called the casita bill. Towns with 75,000 people or more are required to pass an ordinance allowing ADUs, as we are smaller, we aren't required to, but it did have some interesting information in it. The Governor's website states that she is focusing on the housing crisis, and Ms. Palmer stated that she is watching the legislation and bills, because even though they are for the larger cities eventually they come down to the smaller ones. Ms. Palmer explained that she is sending out letters for code enforcement, and the Connex box that was an issue on Cochise has been removed. She stated that she has also sent a letter regarding inspection of the Round Valley Furniture Store.
- 7. LIAISON REPORT:** Chairwoman Shove gave the liaison report; she stated that at the May 15th meeting there were lots of people speaking up against the wind and solar project west of town. Chairwoman Shove reminded everyone that there was a joint public meeting about this on June 18th in the auditorium. She stated that the new animal control officer was introduced. A very nice ceremony was held for Robert Pena for his retirement from the Fire Department; there were lots of awards were given. The joint animal control ordinance with Eagar was adopted. Several requests for Tourism Tax money. She stated that there was also talk of leasing the Public Safety Building; the Police Department was going to move over there but at this time with the changes and regulations that have followed, it is not feasible to move the PD over there, and so it would be possible to lease it.

8. **PUBLIC HEARING:** Discussion and possible action to enter into a public hearing to hear public and commission comments on the Conditional Use Permit Application for 64 North D Street (Parcel #105-42-046A) Applicant is requesting to utilize the property as a mobile home park. The property is zoned C-1, General Commercial, with MHP Zone, Mobile/Manufactured Home Parks being listed as a possible conditional use.

Motioned by: Commissioner Becker; seconded by Commissioner Hayes to go into a public hearing regarding the CUP application for 64 North D Street.

AYE: Chairwoman Shove; Commissioner Becker; Commissioner Hayes

3-0 Passed – Unanimously

Laurel Gleeson: Stated that she does not see a lot of young families desperate to rent crowded single-wides here tonight, but she does see a lot of dedicated local property owners, and that "100% of us oppose down-zoning." She asks that the Commission "honor our crystal-clear voice to lay the entire down-zoning thing to rest," and that the future must be valued over an outside interest who does not live here or vote here. She has faith that the Commission will not choose to financially devastate the spacious, welcoming Town entrance that we sacrificed to purchase, and pay property taxes on; that the good members of the board will esteem RV voters over what Flagstaff is trying to offload, hauled in rentals that will only depreciate even in the best of circumstances. She stated that we must ask why he can't purchase single-wides in Flagstaff? Do single-wides no longer meet code in Apache Junction? Why does he want to pull this in our community? What vulnerability does he detect? We will not be bought, we will be wise, we will not consider down-zoning when local voters had to be legally warned that a grave error is looming. She further went on to state that "NO" votes will be a good deed that will eliminate the liability of a hasty deal. We will avoid a giant fire hazard in our future plans, we will not be momentarily dazzled by down-zoning. She stated that the board has the duty and power to change this course, stay true to our long-term legacy. She stated that this is not about trailers being single or double wide, it's not about prejudice, it is about our leaders making the best public decision. She said the board has the power to say we hear you, we see you, your interests are our interests; we understand that you are here to stay, and we want to make you happy. We declare "no thank you" to a bad project, we will loudly and publicly reinforce our commitment to local and present business owners, homeowners, and voters by envisioning the best for those in our post. She asked the Commission to think about how good it will feel to tell the voters, "We said no." She went on to say that there is talk about how much tax payers will have to start maintaining, we want to maintain the peace, quiet, and security we now enjoy. (This was the end of the 3-minute allotted time)

Chairwoman Shove asked Mrs. Gleeson to define how she sees down-zoning, and states that the application is not to change the zoning. Mrs. Gleeson replies that there are endless statements that she could make, but she would simply say that her family, and the extended neighbors, have sacrificed for years to have the entryway to Town, on that end, to be beautiful and zoned the way that it is. She stated that they bought their property at a top-value, bloody murder

fortune, and it is zoned the way it is; they would like it not to be pulled down by a lot of rentals and the likes just dumped there.

Dan Watson: Stated that he lives down D Street, and his biggest concern is the congestion on D Street, especially with the entrance to the park being there. He stated that it will be hard for residents to travel on D Street with lots of extra traffic coming in and out. He stated that his property has restrictions on it that include how much they can build, or how many houses they can have on their property.

Chairwoman Shove states to Mr. Watson that this is not going to be an RV park, that it is a trailer park where over the next seven years, 14 trailers will be moved in, and they will not be moved in and out. She stated that she hoped this helped to make people understand.

Mr. Watson asked why the entrance couldn't be placed on Highway 60. Chairwoman Shove stated that would involve ADOT regulations.

Jay Learn: Stated he is not a resident of Springerville, he is here as a representative of the owners of Springerville RV Park, that we should have a letter from them on file from the last meeting, Ames and Shiree Cox. He stated that they are against this property being a trailer park so to speak. He stated that he is a non-resident, he lives in Yuma, but is a host for the RV Park, and the owners are against this because trailer parks have so much of a bad name. He appreciates that the applicant wants to give people places to live, but he wants to remind the Commission that he (the applicant) is not a resident, so he doesn't have any skin the game. His other concern is that the trailers will be rentals, no owning, so there will be no pride of ownership, just lower income people. He stated that he heard that he (applicant) is trying to entice people from Show Low, he is not sure if that is a good thing or not. Mr. Learn stated that he is a retired police officer from California, and he does know that when you have lower income, you have more of a burden on law enforcement. Mr. Learn says he doesn't know if he (applicant) is going to be giving financial aid for more officers, because with young people coming in, that is who will be renting from this low-income establishment, they will without a doubt have calls for service for the police department. This is going to bring possibility of more negatives than positives, for lower class people to be living there.

Chairwoman Shove replies that she had not heard they were going to be low-income.

Commissioner Hayes stated that \$1,200 was what he heard. Chairwoman Shove stated that it may be single-wides to start with but she believes the intention is to go with double-wides. She then asks Town Manager Rasmussen to come up and give a history of the property.

Town Manager Tim Rasmussen: Stated that he worked for the Town for 13 years, and that Vipal Shah was the previous owner of the property, and he worked with him on the infrastructure. He stated that he and Max Sadler, who was Fire Chief at the time, were brought in to held with the water and sewer infrastructure, which has been installed and includes two fire hydrants. He stated further that Mr. Shah decided to not go forward with the Town, and the property was sold to Mr. Graves (the applicant). Mr. Graves met with Mr. Rasmussen and Ms. Palmer, who helped him with the conditional use permit application process, to where we are tonight.

Ms. Palmer asks the Commission if it would help to explain the difference between a rezone and a conditional use permit. Chairwoman Shove agrees, and asks Ms. Palmer to explain.

Stormy Palmer-Zoning Administrator: States that this application is not for a rezone, the property will still be zoned C-1, Commercial. A conditional use permit can be applied for certain uses in a zoning code. For example, if a property is zoned agricultural, they are automatically allowed to have livestock, or cows. Commercial zoning automatically allows retail stores, and other typical uses someone thinks of with commercial properties. Certain uses are conditional, and must be applied for, with those applications coming before the Commission for review. Some conditional uses for C-1, Commercial are RV parks, mini-storage, and mobile home parks. These uses must be applied for, and have a plan; these applications then go before the Commission who decides if the plan is valid, and good for the Town. All of the zones have conditional uses, which allow the property to be used in a special way not automatically allowed. She added on to Mr. Rasmussen's history of the property, stating that the previous owner Mr. Shah had multiple conditional use permits to allow multi-family housing, trying to bring more housing to the area. Mr. Shah had a plan, and Mr. Graves is trying follow through with it, the infrastructure is there and already implemented. She stated that Mr. Shah's permits had time limits on them, as the Commission is allowed to do so, and that the extensions had run out and the last permit was officially expired, with the last one being in 2018. With Mr. Graves being the new owner, we decided it would be good to start fresh. She advised the audience that she knows that it can be confusing, but this application is not a rezone, but asking to utilize another zoning regulation, but the property will remain C-1, Commercial.

Chairwoman Shove: States she was on the Commission for all the original conditional use permit applications, and there was no one going against them, they went through easily. She furthered that there was lots of discussion in those meetings about infrastructure, but no one was against a mobile home park.

Chairwoman Shove asks if there are any other speakers, none came forward.

Motioned by: Commissioner Becker seconded by Commissioner Hayes to close public hearing regarding the CUP application for 64 North D Street.

AYE: Chairwoman Shove; Commissioner Becker; Commissioner Hayes

3-0 Passed

OLD BUSINESS

9. Discussion and possible action regarding Conditional Use Permit application for 64 North D Street (Parcel #105-42-046A). Applicant is requesting to utilize the property as a mobile home park. The property is zoned C-1, Commercial with MHP Zone, Mobile/Manufactured Home Parks being listed as a possible conditional use. Chairwoman Shove introduced the item. The

applicant, Mr. Graves, states that he has supplied the paving plan, and park rules that were requested by the Commission at the last meeting. He stated that this will be a nice, green park for hardworking families with a good quality of life for a rental. Chairwoman Shove asks if he would rent space or just have homes put on property? Mr. Graves replies that if it is a brand-new home he would consider renting a space. He went on to explain that it will not be low-income units. He also stated that he understands the concerns, but there are also issues with drugs in apartments and other types of housing. He asks the Commission if they have had a chance to review the rules he provided; Chairwoman Shove states they have. Mr. Graves states these rules are a standard to keep the park nice, and that he does plan on relocating to Springerville. Chairwoman Shove asks about Mr. Graves experience with managing another area mobile home park; Mr. Graves states that he did help manage the Cedar Court mobile home park last year for about 7 months, and that it is about the management enforcing the rules, not having junk around, to have a nice clean park. He added that this applies not only to mobile home parks but RV parks too. Chairwoman Shove states that she rented a mobile home in her younger years, because it was the choice she had. She also stated that there is a lot of need for rentals, and we just don't have them, it is a problem in the community. She stated that we recently lost a teacher because there was no place to rent.

Councilman Don Scott who was in the audience asked if Mr. Graves was going to consider (rules) the same level as Sun City? Because they seem pretty strict. Mr. Graves replied yes that he will have landscaping, and everything will be kept clean. Mr. Graves stated that he will have nothing over 10-years brought in. Ms. Palmer reminds him that is what is in code as well, nothing more than 10 years old can be moved into town.

Councilman Doug Henderson who was also in audience inquired if the submitted rules can be included in the conditional use permit as an additional condition? Chairwoman Shove tells him yes, they can. Mr. Graves adds that rules can and will change to be in compliance with town codes to remain in compliance. Councilman Henderson states that he thinks it would be best to have the rules on file, to be enforced by the Town. Ms. Palmer reminds the audience that extra conditions can be placed on a conditional use permit; if these conditions, or the permit, are violated, notice will be made to correct, and if not corrected permits can be revoked.

Councilman Henderson asks if Ms. Palmer, the Zoning Administrator goes to inspect? Ms. Palmer responds that yes, they do, the first inspection is usually done at 6 months, and she is trying to implement annual inspections. She adds though, if someone comes in in the interim and says that there is a possible violation, it will be investigated and necessary action taken. She states that each building will require a separate building permit, which also requires inspections, with each building being inspected under the Town's rules and in accordance with our contract with ADOH (Arizona Department of Housing) and their regulations. Any other concerns will be treated like any other code enforcement complaint, with notices to correct and time limits. Chairwoman Shove asks Mr. Graves about what type of fencing he will have; Mr. Graves responds with he doesn't really like the look of chain-link, he is thinking split-rail cedar and juniper trees for green fencing.

Chairwoman Shove asks about a permanent enclosure for the dumpster; Mr. Graves states he will follow code for an enclosure. There is brief discussion on this matter and Ms. Palmer confirms with Mr. Rasmussen that trash enclosures are required by code.

Mayor Shelly Reidhead, who is in the audience, inquires about what is in the park rules and regulations. Chairwoman Shove asks Ms. Palmer to read the rules and regulations for the record and the audience. Ms. Palmer read the full list which included tenants and their guests and included, but not limited to, quiet hours, parking regulations, cleanliness and maintenance of outdoor spaces and homes, as well as the responsibilities of tenants. Mayor Reidhead asks about landlord tenant law and the crime free addendum being added.

Commissioner Becker asks about lighting for the area; Mr. Graves states that he is not sure what the requirements are. Ms. Palmer states that the lighting requirements are usually more for parking lots and not usually required in residential areas. Chairwoman Shove comments that there are a lot of dark streets in Town.

Commissioner Hayes asks about the consequences if the rules are broken. Ms. Palmer states that would be more along the lines of landlord/tenant law. Town Attorney, Brandon Kavanagh, agrees with Ms. Palmer, stating that the Town does not try to get into being a substitute landlord. He further states that State law will apply, if additional concerns are not repeating what State law requires the Commission with want to communicate those.

Chairwoman Shove states that she would entertain a motion on the matter then discussion can continue.

Motioned by: Commissioner Becker; seconded by: Commissioner Hayes to approve the Conditional Use Permit application with the additional conditions that the rules and regulations are followed as written, and that they follow the State's crime-free addendum.

AYE: Chairwoman Shove, Commissioner Becker, Commissioner Hayes

3-0 Passed – Unanimously

10. Continued discussion and direction to Staff regarding clarification of Springerville Municipal Town Code Title 17:

- a. Chapter 17.28-General Provisions Section 17.28.170-Travel Trailers and Recreational Vehicles-Chairwoman Shove opened up the discussion, stating that what needed to be discussed was Ordinance 2022-007; Ms. Palmer stated that the ordinance was attached because it was listed at the bottom of the section but it matched section 170. Commissioner Becker stated that she had no issues with the section. Chairwoman Shove stated that her concern is with part 'D'; she reads it and stated that it (staying in a travel trailer) is allowed with a conditional use permit and a building permit. She then states that is not actually the part that is being looked at, Ms. Palmer states it would be part 'E'. Chairwoman Shove states that this is the only place we discuss a conditional use permit for travel trailers or RVs, every other place in code we don't allow it and so it should state two weeks period. Commissioner Becker asks if the code isn't saying the same thing; Chairwoman Shove states it isn't, without a conditional use permit implies that you can have a conditional use permit, and that no where else do we say you can do that with a conditional use permit. Commissioner Becker inquires if that means it is unnecessary; Chairwoman Shove responds no, that it is a "wormhole" that we need to close, and just eliminate the issue. Ms. Palmer asks for clarification, that they don't want

them at all longer than two weeks; Chairwoman Shove states that is correct. Commissioner Becker agrees, stating that will clear up a whole lot of problems that were had in the past. Ms. Palmer states that she can do a draft and bring it to the Commission, however she does have concerns about the current housing crisis (and removing the permitting process). Chairwoman Shove states that she thinks it's possible, but we are a long way from being in that position and at that point we will all be in old age homes, there is going to have to be a lot of other changes. She stated that when this was all cleaned up in February of 2023, this one "skipped us" and she just wants to get rid of this one and then it becomes a non-issue; Commissioner Becker agrees. Commissioner Hayes states that he disagrees, and that we never know what set of circumstances P&Z may be approached with, and in his opinion, it is a necessary tool, and that things can be evaluated on an as needed basis. Chairwoman Shove says then the problem is that we end up with everybody has a need and we have to compare people's needs, and how do you decide who's got a greater need, and as a Commission decide who is worthy. Commissioner Hayes says he understands, but that if we had a set of general circumstances; Chairwoman Shove states that once we start making a list of stuff if we make it too general it's useless. Commissioner Hayes says but then again to a degree there is a housing crisis everywhere, and it's something that may need to be considered for the future. Chairwoman Shove says that when the issue came up last fall, we had quite a few people coming that spoke to the Commission, and their biggest concern was they didn't want to be a town with travel trailers in the back. Everyone living in travel trailers is a code enforcement problem, a sewer problem, and a water problem because there is no control over it if you allow it. Commissioner Hayes asks Ms. Palmer if she could see this as getting out of hand, in an inspections point of view; Ms. Palmer states that anything is possible. Currently there is trash in front of homes and apartments, she had a call today about trash bags piled up in front of a home, and is sending a letter to correct. She stated from an inspection point of view, and in her personal opinion, as with other conditional use permits, extra conditions can be placed on them such as time limits. Commissioner Hays says like controlling the environment; Ms. Palmer replies correct, if that is something that the Town, and she as code enforcement, could do; if there is a CUP and there is a violation there is more teeth. Chairwoman Shove states yes but do we want to spend more time, spent four months discussing the last one; Ms. Palmer replies that has been the only one (application) in almost a year. Chairwoman Shove responds yes, but that is because we started trying to do code enforcement. Town Manager Rasmussen says to add to the history that he's seen a lot of problems with RVs, with people setting them up with a kitchen and an open pit fire, or RVs being set up on the side of a house running sewer into a hole in the ground. He further stated that a man approached the Town a few weeks ago with a records request to see how the Hightowers did this. There is a fifth-wheel parked on his (the man's) property, and while we don't think anyone is living there, his intention clearly stated that he would like to do that. Chairwoman Shove agrees and thinks it could really get out of hand. Mayor Reidhead says as a homeowner it could devalue property; Chairwoman Shove agrees and says she would not want one in her neighborhood. Manager Rasmussen stated that it was discussed that they would be in

the backyards, but what if there is no home at all, or an empty lot. Chairwoman Shove states that she calls part of her yard the backyard, but it actually faces Pima, and if an RV were stuck back there it would be where we start having trashy looking lots. Manager Rasmussen states is that where we would start throwing more terms and conditions? That someone could buy an empty lot and put it smack dab in the middle between two houses. Commissioner Hayes inquires if there would be any legal ramifications removing this part; Chairwoman Shove says no. Ms. Palmer asks Town Attorney Kavanagh if there are any legal concerns taking this section out; Mr. Kavanagh says that the only issue is that he doesn't think they want him to give legal advice in open session. An unknown audience member asks if people currently living in RVs would be in immediate violation; Chairwoman Shove says they currently are if they do not have a conditional use permit, and have been. Chairwoman Shove said we just haven't done much code enforcement, and that was one of the directives from Council at the first part of this year, more code enforcement, and that has been the goal of that office (Planning & Zoning Dept.) is to do more code enforcement so we can clean things up. She further stated that she thinks that working on the old furniture store is amazing, and it has been a blight on Main Street, but it's not the only blight on Main Street, we now have a building with a hole in it. She says that with regards to situations in the future, like a house bill where everyone has to be allowed to have a casita in the backyard, we will have to deal with a whole lot of different codes, where this is one blurb in code we can fix, that we didn't catch and fix in February 2023. Ms. Palmer states she will draft an ordinance for the Commission's review, discussion on this matter ends at this time.

NEW BUSINESS

- 11.** Discussion and possible action regarding Conditional Use Permit application for 1642 Becker Lane (Parcel #104-03-068A). Applicant is requesting to allow a 5-foot fence along the front of the property. Chairwoman Shove introduces the item, discussion was held. Commissioner Becker stated that it is a rail fence so is see-through. Commissioner Becker made the motion to approve. Chairwoman Shove asked if any further discussion or additional conditions; none were stated.

Motioned by: Commissioner Becker; **seconded by:** Commissioner Hayes to approve the conditional use permit to allow a 5-foot fence on the front of the property.

AYE: Chairwoman Shove, Commissioner Becker, Commissioner Hayes

3-0 Passed – Unanimously

- 12.** Discussion and possible action regarding Conditional Use Permit application for 1642 Becker Lane (Parcel #104-03-068A). Applicant is requesting to allow a second Connex box/shipping container on the property. Chairwoman Shove introduces the item, and asks Ms. Palmer to clarify the first conditional use permit. Ms. Palmer explains that the applicant is wanting a

second connex/shipping container, he has a conditional use permit for the first one that is valid. The applicant is planning on building a shop, the containers will be an extension of the shop so it will look like one building. Chairwoman Shove states that she thinks that will be good and look like one building, especially with the price of materials right now.

Motioned by: Commissioner Becker; seconded by: Commissioner Hayes to approve the conditional use permit to allow a second Connex box on the property with the added condition that it be attached to the shop, with an extended roof, to look like one cohesive building.

AYE: Chairwoman Shove, Commissioner Becker, Commissioner Hayes

3-0 Passed – Unanimously

- 13.** Discussion and possible action regarding Conditional Use Permit application for 63 US Highway 180 (Parcel #105-22-033A). Applicant is requesting to utilize the property under the RMH-7, Single-Family Residential and Mobile/Manufactured Homes zoning regulations, the property is zoned as C-1, General Commercial. Chairwoman Shove introduces the Item. Ms. Palmer gives background, stating that property is south of Highway 60 on Highway 180, and the majority of the properties surrounding this one are used as residential. She believes zoning was changed to C-1, General Commercial around 2007, but the majority of the residences were there before 2007. She further states that while the applicant is not here his letter of intent states that he bought the property believing he could put a home on it, it is unclear if the purchase was through a real estate agent or just person to person. The area is more residential than traditional commercial, and not many businesses in the area, and placing a house there would be continuing with the surrounding properties. While RMH-7 is not a specific conditional use, letter 'X' under Conditional Uses allows other uses as determined by the Planning and Zoning Commission to be similar to those listed. After the motion, brief discussion is held regarding taxes and businesses, and residences in the area with the majority being mobile/manufactured. Ms. Palmer advises the Commission that the applicant has picked up a building permit for a mobile or manufactured home and knows the regulations on year of home he can bring into Town. She also says it should be noted that even if this CUP was not approved, or if the applicant was wanting to site-build a home, he would still need a conditional use permit to reside on commercial property, and that the property does have electric, water and sewer hooked up.

Motioned by: Commissioner Becker; seconded by: Commissioner Hayes to approve the conditional use permit to allow RMH-7 zoning regulations on this property.

AYE: Chairwoman Shove, Commissioner Becker, Commissioner Hayes

3-0 Passed – Unanimously

- 14.** Discussion and direction to staff regarding HB2325, signed by the Governor on May 2, 2024, regarding backyard fowl regulations in single-family residential zones. Chairwoman Shove

introduced the item. She then stated that she understands that there are things in the code about chickens, she wishes she knew what it was. Ms. Palmer states that there are some things in the animal ordinance, as well as agricultural zones saying they are allowed but it is not listed as a permitted or conditional use in the residential zones that would be affected. Chairwoman Shove swears that there is something in R1-7, because it was talked about a lot; Ms. Palmer replies that it was talked about, but an ordinance was not submitted to Council. Chairwoman Shove states that she has a long history with chickens when she moved into her house, everyone had chickens and roosters, she has no problem with people having chickens. Ms. Palmer states that with HB2325, municipalities cannot prohibit chickens in single-family residential zones, but they can place regulations on things, like the amount, size of the coops, or whether or not to allow roosters. She also states that this would not be changing the animal ordinance, only the single-family residential zoning codes. There is a question from the audience regarding CC&Rs or HOAs, Ms. Palmer states that those would be a different matter and the town does not enforce those types of regulations. There is further discussion regarding how many chickens are allowed in agricultural zones, and a few other general questions. Ms. Palmer is directed to draft an ordinance with the minimum requirements of HB2325 for the Commission to review and discuss further.

15. ADJOURNMENT:

Meeting adjourned at 7:34 PM



Terry Shove Chairperson

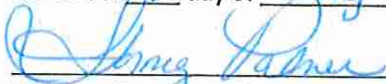
ATTEST:



Planning & Zoning Administrator

I hereby certify that the foregoing is a true copy of the minutes of the Springerville Planning and Zoning Commission in a regular meeting held on ~~May 14, 2024~~ ^{June 11, 2024}. I further certify that the meeting was duly called, and a quorum was present.

Dated this 9 day of July, 2024



Planning & Zoning Administrator

17.84.050 Appeals.

- A. Any person may file an appeal with the town council over any decision of the planning and zoning commission regarding the granting or denying of use permits. If no appeal is filed with the council within fifteen (15) days after commission action, the action of the commission shall be considered final.
- B. When a written appeal is filed with the town clerk, the council shall evaluate the request at their regular meeting and may approve or deny it. The council may elect to set the matter for a public hearing, and if such action is taken, a legal notice shall be published at least once in the official newspaper of the town at least fifteen (15) days prior to the hearing date, and the property included in the application shall be posted at least fifteen (15) days prior to the hearing date.

Notice shall be given to the planning commission of such appeal and the commission shall submit a report to the council setting forth the reasons for its action taken. The commission shall be represented at the hearings by the commission chairman or his designee.

- C. The council shall within fifteen (15) days after its regular meeting or public hearing, either uphold the action of the planning and zoning commission, reverse that action or make a decision of its own.
- D. If the council makes a decision which upholds granting of a permit, the council may designate such conditions in connection with the permit as it deems necessary to secure the intent and purpose of this title, and require such guarantees and evidences that such conditions are being or will be complied with.
- E. The council's decision shall be final and shall become effective immediately. Notice of the decision shall be mailed to the applicant at the address shown in the application.

(Ord. 2007-004 § 1 (part))

City/Town of Springerville
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2025

Fiscal year	S c h	Funds									
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds		
2024	Adopted/adjusted budgeted expenditures/expenses*	E	1	5,203,473	10,314,806	25,000	0	0	3,371,288	0	18,914,567
2024	Actual expenditures/expenses**	E	2	3,782,440	1,158,374	25,000	0	0	1,291,686	0	6,257,500
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	6,226,766	1,115,843	0	0	0	1,199,465	0	8,542,074
2025	Primary property tax levy	B	4	0							0
2025	Secondary property tax levy	B	5								0
2025	Estimated revenues other than property taxes	C	6	5,259,866	8,003,271	0	0	0	2,547,699	0	15,810,836
2025	Other financing sources	D	7	0	0	0	0	0	0	0	0
2025	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2025	Interfund transfers in	D	9	0	42,400	26,000	0	0	0	0	68,400
2025	Interfund Transfers (out)	D	10	68,400	0	0	0	0	0	0	68,400
2025	Line 11: Reduction for fund balance reserved for future budget year expenditures										
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability										0
	Maintained for future retirement contributions										0
											0
2025	Total financial resources available		12	11,418,232	9,161,514	26,000	0	0	3,747,164	0	24,352,910
2025	Budgeted expenditures/expenses	E	13	11,419,232	9,161,514	25,000	0	0	3,747,164	0	24,352,910

Expenditure limitation comparison

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation or voter-approved alternative expenditure limitation

	2024	2025
	\$ 18,914,567	\$ 24,352,910
	18,914,567	24,352,910
	6,480,000	12,161,514
	\$ 12,434,567	\$ 12,191,396
	\$ 13,327,885	\$ 13,870,953

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City/Town of Springerville
Tax levy and tax rate information
Fiscal year 2025

	2024	2025
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
Property tax judgment _____	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment _____	_____	_____
C. Total property tax levy amounts	\$ _____	\$ _____
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ _____	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(3) Total city/town tax rate	_____	_____
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City/Town of Springerville
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
General Fund			
Local taxes			
City Sales Tax	\$ 2,500,000	\$ 2,685,000	\$ 2,650,000
Licenses and permits			
Building Permits	17,500	7,723	10,000
Conditional Use Permits	1,000	307	500
Business Licenses	3,200	3,720	3,500
Application & Filing Fees	3,000	1,218	1,500
Other Licenses & Permits	2,250	2,876	2,000
Intergovernmental			
State Sales Tax	243,000	245,779	253,650
Urban Revenue	360,173	457,905	371,107
VLT	165,000	160,892	163,530
Town of Eagar Police/Animal Control	1,137,508	733,373	1,247,747
Charges for services			
Cemetery Fees	5,000	6,200	5,500
Fines and forfeits			
Magistrate Court	23,000	28,694	30,000
Interest on investments			
LGIP	130,000	225,715	240,000
In-lieu property taxes			
Contributions			
Miscellaneous			
Public Safety	9,750	6,000	9,500
Misc	17,000	1,134	8,000
White Mountain Apache	3,400	3,400	3,400
Heritage Museum/Cas Tours	12,950	7,719	9,000
Smart & Safe Arizona	5,000	12,222	15,000
Lease Agreements	18,680	16,614	17,000
AMRRP Dividend Reimbursement	45,276	45,276	78,932
Sale of Assets			140,000
Total General Fund	\$ 4,702,687	\$ 4,651,767	\$ 5,259,866

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Springerville
Other financing sources/(uses) and interfund transfers
Fiscal year 2025

Fund	Other financing 2025		Interfund transfers 2025	
	Sources	(Uses)	In	(Out)
General Fund				
General Government	\$	\$	\$	\$ 68,400
Total General Fund	\$	\$	\$	\$ 68,400
Special revenue funds				
Community Services	\$	\$	\$ 35,000	\$
CS Town of Springerville Transportation			7,400	
Total special revenue funds	\$	\$	\$ 42,400	\$
Debt service funds				
MPC	\$	\$	\$ 26,000	\$
Total debt service funds	\$	\$	\$ 26,000	\$
Capital projects funds				
	\$	\$	\$	\$
Total capital projects funds	\$	\$	\$	\$
Permanent funds				
	\$	\$	\$	\$
Total permanent funds	\$	\$	\$	\$
Enterprise funds				
	\$	\$	\$	\$
Total enterprise funds	\$	\$	\$	\$
Internal service funds				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
Total all funds	\$	\$	\$ 68,400	\$ 68,400

**City/Town of Springerville
Expenditures/expenses by fund
Fiscal year 2025**

Fund/Department	Adopted budgeted expenditures/expenses 2024	Expenditure/expense adjustments approved 2024	Actual expenditures/expenses* 2024	Budgeted expenditures/expenses 2025
General Fund				
General Government	\$ 1,142,400	\$	\$ 867,726	\$ 2,136,993
Mayor & Council	54,749		48,075	73,305
Legal	415,000		237,697	5,576,500
Magistrate	45,750		23,276	15,000
Administration	312,694		283,716	352,937
Finance	231,059		195,048	239,540
Planning & Zoning	150,288		88,945	148,588
Police	2,291,292		1,568,558	2,242,594
Animal Control	96,224		85,605	165,920
Building Maint	163,994		142,779	153,882
Heritage/Casa	167,521		130,512	160,946
Mechanic Shop	34,779		32,067	36,558
Parks & Cemetery	97,723		78,436	116,469
Total General Fund	\$ 5,203,473	\$	\$ 3,782,440	\$ 11,419,232
Special revenue funds				
HURF	\$ 1,172,997	\$	\$ 394,588	\$ 1,488,306
Community Services Center	518,889		356,829	463,613
Airport	534,405		380,235	463,981
General Government Grants	3,812,382		12,500	2,177,273
Public Safety Grants	1,055,000		329	1,569,733
Transportation Grants	1,385,000			500,000
Culture & Recreation Grants				600,000
Public Works Grants	1,750,000			1,813,608
Tourism	85,000		13,893	85,000
Donations	1,133			
Total special revenue funds	\$ 10,314,806	\$	\$ 1,158,374	\$ 9,161,514
Debt service funds				
MPC	\$ 25,000	\$	\$ 25,000	\$ 25,000
Total debt service funds	\$ 25,000	\$	\$ 25,000	\$ 25,000
Capital projects funds				
Contingency	\$	\$	\$	\$
Total capital projects funds	\$	\$	\$	\$
Permanent funds				
Contingency	\$	\$	\$	\$
Total permanent funds	\$	\$	\$	\$
Enterprise funds				
Water	\$ 2,034,971	\$	\$ 774,245	\$ 2,463,315
Water Contingency	30,000			30,000
Wastewater	1,276,317		517,441	1,223,849
Wastewater Contingency	30,000			30,000
Total enterprise funds	\$ 3,371,288	\$	\$ 1,291,686	\$ 3,747,164
Internal service funds				
Contingency	\$	\$	\$	\$
Total internal service funds	\$	\$	\$	\$
Total all funds	\$ 18,914,567	\$	\$ 6,257,500	\$ 24,352,910

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Springerville
Expenditures/expenses by department
Fiscal year 2025

Department/Fund	Adopted budgeted expenditures/expenses	Expenditure/expense adjustments approved	Actual expenditures/expenses*	Budgeted expenditures/expenses
	2024	2024	2024	2025
City clerk:				
General Fund	\$ _____	\$ _____	\$ _____	\$ _____
List other funds	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Department total	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>

List department:

General Fund	\$ _____	\$ _____	\$ _____	\$ _____
List other funds	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Department total	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>

List department:

General Fund	\$ _____	\$ _____	\$ _____	\$ _____
List other funds	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Department total	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Springerville
Full-time employees and personnel compensation
Fiscal year 2025

Fund	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
	2025	2025	2025	2025	2025	2025
General Fund		\$	\$	\$	\$	\$
Special revenue funds		\$	\$	\$	\$	\$

Total special revenue funds		\$	\$	\$	\$	\$
Debt service funds		\$	\$	\$	\$	\$

Total debt service funds		\$	\$	\$	\$	\$
Capital projects funds		\$	\$	\$	\$	\$

Total capital projects funds		\$	\$	\$	\$	\$
Permanent funds		\$	\$	\$	\$	\$

Total permanent funds		\$	\$	\$	\$	\$
Enterprise funds		\$	\$	\$	\$	\$

Total enterprise funds		\$	\$	\$	\$	\$
Internal service funds		\$	\$	\$	\$	\$

Total internal service fund		\$	\$	\$	\$	\$
Total all funds		\$	\$	\$	\$	\$

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 07/17/2024
SUBJECT: Tourism Tax Fund Request

SUGGESTED MOTIONS:

I motion to approve the Tourism Tax Fund request for the Artists & Authors expo event in the amount of \$750.

OR I motion to approve the Tourism Tax Fund request for the Artists & Authors expo event in the amount of _____.

OR I motion to not approve.

OR I motion to table this item.

STAFF REPORT

Council,

The Tourism Tax committee met regarding this application and has made the recommendation to approve funds in the amount of \$750.00 on June 26, 2024. The event will be held on August 29-August31, 2024.

**TOWN OF SPRINGERVILLE
Tourism Tax Committee
Application for Funds**

Please be as specific as possible when completing this form.

DATE(S) OF EVENT: Aug 29-31

DATE OF APPLICATION: 6.17.2024

AMOUNT OF FUNDING REQUESTED: \$ 750

DATE FUNDING REQUIRED: 7.10.2024

EVENT:

Name of Event, Group or Promotion: Artists + Author Expo

Make Check Payable to: Springerville Chamber of Commerce

Mailing Address: PO Box 31
Springerville, AZ 85938

Tax Identification Number: 86-0229882
(Please complete and return attached W-9)

CONTACT INFORMATION:

Name of Contact: Becki Christensen

Mailing Address: PO Box 31, 147 S. Papago St.
Springerville, AZ 85938

Telephone Numbers: Regular: 928.333.2123 Cell: 928.551.5709

Alternate Contact & Phone Number: Brandee Snyder, 928.245.4535

All applications must be turned in to the Town of Springerville one month before the date of the event.

Once placed on the agenda, the application will be reviewed by the Tourism Tax Committee. If approved, the application will be forwarded to the Town Council with a recommendation for funding. A final decision on funding will be made by Council. Council meetings are held the first and third Wednesdays of each month. Items are placed on the agenda on the Wednesday preceding the meeting.

RESERVED FOR COMMITTEE/TOWN USE

1. Is this request already considered in the current year town budget? _____
2. Does this request fall into the guidelines of tourism and economic development? _____
3. Is there sufficient money in the fund to cover this request? _____

SPRINGERVILLE TOURISM TAX COMMITTEE	SPRINGERVILLE TOWN COUNCIL
By majority vote, this request has been Approved: <u>X</u> Denied: _____	By majority vote, this request has been Approved: _____ Denied: _____
Amount: <u>750.00</u>	Amount: _____
Date: <u>6/26/24</u>	Date: _____
Chair/Vice-Chairperson: <u>Neidi Wink</u>	Mayor/Vice-Mayor: _____

PLEASE COMPLETE THE QUESTIONS ON THE NEXT PAGE OF THE APPLICATION

TOWN OF SPRINGERVILLE
Tourism Tax Committee
Application for Funds
Page 2

Please attach any available flyers, posters, etc.

1. Is the total amount needed being requested from the Town of Springerville? ___ Yes No
If the answer to question #1 is no, what percentage of the total cost is the Town being asked to fund?
20%
2. What is the money to be used for?
marketing, Special Event License
3. How will the residents of Springerville benefit from this event?
Artists, Authors, And Photographers will benefit by selling products and have awareness of their creations residents will have entertainment.
4. What economic benefit will be gained by the Town of Springerville?
Money made at event will be taxable and can be spend locally also contributing to tax.
5. What other efforts have been utilized to raise funds for this event?
Fees from Artists, Authors, Photographers, entrance fees, raffle of 20' x 24" "clouds on fire" print of Brandt Snyder's work, fees from food truck and sponsors.
6. Estimated number of people attending per day? 100-150
7. Special Requirements (Liquor, Security, Set-up, etc)?
Special event liquor license applied for by Chamber
8. Insurance Requirements? ___ None ___ Other
If other, please explain
9. Will any monies be raised concessions, advertising, dances, meals, etc? Yes ___ No
If yes, please describe and list estimated revenues.
Participants fees - \$850
Gate fees - \$900
10. If this is an existing event please provide a history of the event including attendance, financial, any other pertinent information.
2nd Annual - last year event was held in the RVHS Dome with 23 booths
11. What will the profits from the event be used for (scholarships, event promotions, etc.)?
a percentage of profits will be donated to the RVHS Art Department

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 07/17/2024
SUBJECT: Pest Control Services

SUGGESTED MOTIONS:

I motion to approve Killum Pest Control for Springerville pesticide services and authorize the Town Manager to execute the Contract.

OR I motion to approve Elevate Pest Control for Springerville pesticide services and authorize the Town Manager to execute the Contract.

OR I motion to not approve and go back out for bid.

OR I motion to table this item.

STAFF REPORT

Council,

In June the Town advertised a request for bid for pesticide services. The sealed bid opening was July 9, 2024. It is staffs recommendation to sign a contract with Killum Pest Control as the lowest responsive bidder.

Bids are attached.

REQUEST FOR BIDS FOR PESTICIDE SERVICES

The Town of Springerville is soliciting fixed-rate bids for pesticide services starting August 1, 2024.

FACILITIES:

- Springerville Town Hall Administrative offices & Heritage Center, 418 E. Main St.
- Springerville Police Department, 418 E. Main St.
- Springerville Municipal Airport, 905 Airport Rd.
- Springerville Community Services, 356 S. Papago
- Springerville Public Works, 285 N. Papago
- Springerville Animal Control Kennels, 285 N. Papago
- Springerville Wastewater Treatment Plant – 133 Wastewater Treatment Rd.
- Springerville Public Safety Building- 225 E. Main St.

Note: Facilities may be added or removed as needed.

A tour of the sites may be arranged with the Town Clerk during regular business hours (7 a.m.-5:30 p.m. Monday-Thursday)

BIDDERS:

All bidders must provide proof of authorization from the State of Arizona to apply pesticide, and hold or obtain a Town of Springerville Business License. Applications are available at the Town administrative offices, 418 E. Main St., Springerville, by calling 928-333-2656 or email Heidi Wink at hwink@springervilleaz.gov.

SERVICE REQUIREMENTS:

- Apply appropriate pesticide at each location monthly between July and September
- Apply appropriate pesticide at each location quarterly between October and June
- Be available to respond on an as needed basis during the year

OPTIONS:

From time to time the Town may request additional services, or services at another location. Such cases shall be addressed on a case by case basis.

BIDS:

1. Business name, mailing address and telephone number. Parent company and mailing address if relevant.
2. The name and contact information (telephone, email, mailing address) of the individual who will be the Town's primary contact.
3. Emergency contact information.
4. Rate for quarterly application by location
5. Rate for monthly application by location
6. Rates for as needed additional services
7. A breakdown of additional charges, if applicable
8. A list of surcharges or fees, if applicable
9. Late payment policy, penalties and fees

SUBMITTAL:

One original and one copy of the submittal shall be provided sealed. Fax submittals will not be accepted. The outside of the submittal package shall be labeled, "BID FOR PESTICIDE SERVICE"

The submittals must be presented at:
Town of Springerville
Town Clerk
418 E. Main St.
Springerville, AZ 85938

Submittals shall be accepted at Springerville Town Hall, 418 E. Main St., Springerville, AZ until 4 p.m, Tuesday, July 9, 2024.

Late submittals will not be considered. The Town reserves the right to accept or reject any or all bids. A local preference maybe granted to a business within Town limits. It is the responsibility of the business providing the bid to identify itself as local.

Additional information may be obtained from the Town Manager at (928) 333-2656 ext 226.

Tim Rasmussen, Town Manager



(928) 245-2358
License No. 8900

Where Quality Comes First

Residential and Commercial

June 24, 2024

Sarah Begay
Certification # 010665

P.O. Box 223
Concho, AZ 85924

TOWN OF SPRINGERVILLE
TOWN CLERK
418 E. MAIN STREET
SPRINGERVILLE, AZ 85938

FACILITIES:

\$40-----Springerville Town Hall Administration offices & Heritage Center, 418 E. Main Street
\$40-----Springerville Police Department -- 418 E. Main Street
\$40-----Springerville Municipal Airport -- 905 Airport Road
\$40-----Springerville Community Services -- 356 S. Papago Street
\$40-----Springerville Public Works -- 285 North Papago Street
\$40-----Springerville Animal Control Kennels -- 285 North Papago Street
\$40-----Springerville Fire Department -- 23 South Papago Street
\$40-----Springerville Wastewater Treatment Plant -- 133 Wastewater Treatment Road
\$40-----Springerville Public Safety Building -- 225 East Main Street

Total \$360.

Killum Pest Control bid for October 1, 2024 -- September 30, 2026 for option of extension for one additional year.

As a structural pest control company, meaning my license allows application of pesticides in and outside direct perimeter of a structure, to help prevent and to exterminate pests (bugs) upon entering the structure.

The list of facilities requested for services by the town of Springerville, 9 addresses, 9 facilities @ \$40 per structure or may trade off one structure for another. Small problem sheds I consider an exception, so no charge within close perimeter of main structure.

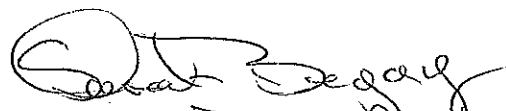
My services include general pest control application to interior of structures listed in this bid, around windows and doors, exterior applied as needed and where needed as problems arise and weather permits, keeping prices within reason.

Rodent problems not included in general pest control -- there will be an additional charge for bait boxes and refills.

There will be no service fee for monthly trouble calls.

There will be a \$50 (fifty) service fee for quarterly trouble calls on an off (unscheduled month).

I have 20+ years as a pest control licensee, serving only in the southern Apache County areas. I am always available to keep your pest problems under control.


Killum Pest Control Co.

Town of Springerville

418 E Main St
Springerville, AZ 85938

Bid for Pesticide Services Starting August 1, 2024

Bid Submitted by

Elevate Pest Control
PO Box 1659
Eagar, AZ 85925
(928) 228-5762
office@elevatepestaz.com

Contact (including emergencies)

Austin Gregory, Owner/Operator
PO Box 1659
Eagar, AZ 85925
(928) 228-5762 (office)
(480) 679-5241 (cell/emergencies)
austin@elevatepestaz.com

Scope of Work

Purpose

To prevent and eliminate pest infestations; and reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants that adversely affect air quality, human health, home finishes and non-target organisms and the environment. All pesticide formulations used shall be United States Environmental Protection Agency (EPA) registered and approved for use in the manner applied, and must comply with Federal, State, and Local regulations.

Specifications

- Check in with management/staff at each location to review and discuss any pest sightings or other related pest issues.
- Exterior service will be inspecting and treating the foundations of all buildings, all points of entry, dumpster areas, courtyard areas and baiting around any landscaped areas. Spider webs will be knocked down up to 20 feet high.
- Interior service will include monitoring with glue boards in areas with recurring pest activity. Interior pesticide applications will be performed using a non-repellent pesticide on an as needed basis. The goal is to minimize the amount of pesticide being applied indoors. Our thorough and comprehensive exterior treatment helps to reach that goal.
- **Covered pests** include ants, common spiders, crickets, grasshoppers, earwigs, beetles, springtails, silverfish, and wasps.
- **Callbacks/Reservices:** Any recurrence of the “covered pests” in between regularly scheduled services that may require extra treatment are free of charge year round.

Pricing

- Springerville Town Hall Admin Offices & Heritage Center, 418 E Main St
 - \$90/monthly
 - \$140/quarterly
 -
- Springerville Police Department, 418 E Main St
 - \$60/monthly
 - \$110/quarterly
- Springerville Municipal Airport, 905 Airport Rd
 - \$60/monthly
 - \$110/quarterly
- Springerville Community Services, 356 S Papago
 - \$75/monthly
 - \$125/quarterly
- Springerville Public Works, 285 N Papago
 - \$45/monthly
 - \$95/quarterly

- Springerville Animal Control Kennels, 285 N Papago
 - \$45/monthly
 - \$95/quarterly

- Springerville Wastewater Treatment Plant - 133 Wastewater Treatment Rd
 - \$45/monthly
 - \$95/quarterly

- Springerville Public Safety Building- 225 E Main St
 - \$80/monthly
 - \$130/quarterly

- **Totals** (6 services/year, 3 monthly and 3 quarterly)
 - Monthly Rate: July-September - **\$500/month**
 - Quarterly Rate: October, January, April - **\$900/quarter**
 - Annual Total - **\$4,200**

Additional Services

- **One Time Services (for any locations not listed on this bid)**
 - \$0.05/square foot, \$50 minimum

- **Gophers**
 - \$75/gopher trapped

- **One-time Treatment of Live Weeds (excluding right-of-way)**
 - \$0.10/square foot, \$50 minimum if less than 500 square feet
 - Right-of-way priced on case by case basis

- **One-time Treatment of Live Weeds for Right-of-Way**
 - \$0.20/square foot, \$100 minimum if less than 500 square feet

- **Pre-emergent Weed Treatment (excluding right-of-way)**
 - \$0.05/square foot, \$50 minimum if less than 1,000 square feet

- **Pre-emergent Weed Treatment for Right-of-Way**
 - \$0.10/square foot, \$100 minimum if less than 1,000 square feet

- **Termites**
 - Priced after inspection

- **Bird Control**
 - Priced after inspection

- **Rodent Control**
 - Priced after inspection

- **Bed Bugs**
 - Priced after inspection

Payment Policy

Payment Terms

Payment for pest control services provided to the Town of Springerville is due net 30 days from the completed service date.

Late Fees:

1. If payment is not received within 30 days of the completed service date, a late fee of \$25 will be applied.
2. If payment is not received within 60 days of the completed service date, services will be suspended until the account is brought current on all outstanding payments, including late fees.

Notification of Late Payment: We will send reminder notices prior to the application of late fees and suspension of services. Please ensure that payments are made promptly to avoid any disruptions in service.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: July 9, 2024
SUBJECT: Motor Vehicle Lease Agreement

SUGGESTED MOTION:

I move we approve the Motor Vehicle Lease Agreement between the Town of Springerville and the Town of Eagar.

OR

I move we **do not** approve the Motor Vehicle Lease Agreement between the Town of Springerville and the Town of Eagar.

STAFF REPORT

The Town of Springerville purchased a fire truck through the MPC (municipal property corporation). The MPC then leased it to the Town for

The contract expired.

Automatic renewal verbiage has been added to this Motor Vehicle Lease Agreement to prevent the contract from expiring.

7/2024

**MOTOR VEHICLE LEASE
AGREEMENT**

BETWEEN

TOWN OF SPRINGERVILLE

AND

TOWN OF EAGAR

This agreement is made this _____ day of _____ 2023

BETWEEN

TOWN OF SPRINGERVILLE [Hereinafter referred to as the “Lessor” which article shall wherever the context so admits include its assigns and successor in title];

AND

TOWN OF EAGAR [hereinafter referred to as the “Lessee” which article shall wherever the context so admits include its assigns and successor in title];

RECITALS;

1. Whereas the Lessor is the owner of a KME- FIRETRUCK, VIN# 1K9AF428XDN058422
2. Whereas the Lessor is desirous of leasing and the Lessee has agreed to lease the aforesaid motor vehicle on the terms and conditions herein contained

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. RENTAL

The motor vehicle is hereby leased at a yearly rate of US \$1.00 payable yearly on the 1st day of January each year.

2. DURATION

The agreement shall endure for a period of one year commencing on the date of the execution of this agreement and shall automatically renew for one year unless the agreement is terminated one month before the agreement expires.

3. THE LESSORS OBLIGATIONS

The Lessor hereby agrees:

- 3.1 To grant the Lessee exclusive use and possession of the motor vehicle during the duration of this agreement, save as is provided for by the agreement;
- 3.2 To grant the Lessee quiet possession of the motor vehicle;
- 3.3 To be responsible for the normal service, repair, fair wear and tear of the motor vehicle;

4. THE LESSEE'S OBLIGATIONS

The Lessee hereby agrees:

- 4.1 To keep the motor vehicle comprehensively insured with a reputable insurance company throughout the duration of this agreement;
- 4.2 To ensure that the motor vehicle is used in a skillful and proper manner and only driven by persons that bear a valid driving permit;
- 4.3 To ensure that no alterations are made to the motor vehicle or any component removed unless it is immediately replaced by the same component or by one of the same like, make and model or an improved or advanced version;
- 4.4 To report to the nearest Police and inform the Lessor within 48 (forty-eight) hours of any damage to or loss of the motor vehicle;
- 4.5 To be responsible for costs relating to fuel, tire puncture and oil topping up between services as well as any costs of parking fines and towing expenses for illegal parking;
- 4.6 To yield the vehicle to the Lessor in good mechanical condition on the expiration of the contract, save for normal wear and tear of the same.

5. TERMINATION OF THE AGREEMENT

- 5.1 The Lessee shall have the right to terminate this Agreement, upon it giving the Lessor 1 (one) months' notice in writing.
- 5.2 The Lessor shall have the option to terminate this Agreement upon giving the Lessee 1 (one) months' notice in writing and upon the Lessor refunding any rental fees paid in advance, given the fact that rent is payable 1 year in advance, over and above the notice period.

6. NOTICES

Any notice to the Lessor shall be sufficiently served if sent by registered post to the TOWN OF EAGAR or TOWN OF SPRINGERVILLE or on any known agent authorized by him and notified to the Lessee as authorized to receive notices on his behalf.

7. FORCE MAJEURE

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

8. ENTIRE AGREEMENT

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties.

9. WAIVER OF REMEDIES

No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy available to the Party and each such right, power or remedy shall be cumulative.

10. ASSIGNMENT & CHANGE IN OWNERSHIP/MANAGEMENT ,

- a. The Lessor shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Lessee.
- b. The Lessor shall immediately notify Lessee of any change of ownership or management of the Lessee's business.

11. HEADINGS

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

12. GOVERNING LAW

This Agreement shall in all respects be governed and construed in accordance with the Laws of Arizona.

13. RESOLUTION OF DISPUTES

Any dispute arising between the Parties shall be determined by a court of competent jurisdiction in Apache County and may upon agreement between the Parties be submitted for arbitration.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

SIGNED BY TOWN OF SPRINGVILLE

Signature: _____

This _____ day of _____

2023

SIGNED for and on behalf of TOWN OF EAGAR

Name: Signature: _____

This _____ Day of _____ 2023

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 07/17/2024
SUBJECT: August Meeting

SUGGESTED MOTIONS:

I move we change the August meeting date to _____.

OR take no action and the meeting date will stay the same.

STAFF REPORT:

Due to a meeting in Phoenix I will not be in Town August 21st for the Regular Council meeting. I can either call in to the meeting or if you would rather we change the date, we will need a motion.