



TOWN COUNCIL REGULAR MEETING

Wednesday, December 15, 2021 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:

2. 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.

3. PUBLIC PARTICIPATION:

Non-agenda items presented during the public participation portion of this agenda cannot be acted on at this time by the Council. Individual council members may ask questions of the public or ask staff to review the matter, or defend themselves, but are prohibited by State of Arizona Open Meeting Laws from discussing the item among themselves until the item is noticed according to open meeting requirements as an agenda item. The Chair MAY allow public comment on agenda items and will limit time of discussion to 3 minutes per person no longer than 10 minutes per topic.

4. 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. Manager Christopher Collopy: Summary Updates & presentation(s)**

c. Staff Reports: Summary Updates

5. CONSENT ITEMS:

- a. Consider approval of the November 17, 2021, Work Session Minutes.**
- b. Consider approval of the November 17, 2021, Springerville Board of Adjustments Minutes.**
- c. Consider approval of the November 17, 2021, Regular Council Meeting Minutes.**
- d. Consider ratification and approval of accounts payable register from 11/09/2021-12/07/2021**

OLD BUSINESS

NEW BUSINESS

6. APPLICATION FOR REVERSION TO ACREAGE AND LAND SPLIT:

Discussion, review of the planning and zoning recommendation, and action on the proposed reversion of acreage for the eight parcels presented and possible land split.

7. DEVELOPMENT AGREEMENT WITH FINCO INVESTMENTS:

Discussion and possible action regarding entering into a development agreement with Finco Investments LLC for the new RV park located at 247 W. Main Street.

8. APPOINTMENT OF COMMUNITY DEVELOPMENT DIRECTOR:

Discussion and possible action to appoint Michael Larisch as the Community Development Director.

9. AMERICAN TOWER LEASE AMENDMENT:

Discussion and possible action on the presented American Tower Lease amendment.

10. RESIGNATION OF COUNCILOR RUBEN LLAMAS:

Discussion and possible acceptance of the resignation of Councilor Ruben Llamas.

11. FILLING COUNCIL VACANCY:

Discussion and direction on the method Council would like to use to fill the Council vacancy.

12. EXECUTIVE SESSION:

Discussion and possible action to enter into Executive Session pursuant to A.R.S. § 38 431.03 (A) (3) (4) for updates and legal consultation on the Robbie & Chris Corp and Sirmir notices of claim. No Action will be taken in Executive Session.

13. POSSIBLE ACTION AS A RESULT OF EXECUTIVE SESSION:

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 during the 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.

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov) (928) 333-2656 x 224 | Agenda published on 12/09/2021 at 12:45 PM



Town Council Agenda Staff Report

AIRPORT MANAGER'S REPORT

December 1, 2021

1. **Recent Fuel Sales**

a. **November 2021: 4,506.79 gallons (\$18,457.16)**

2. **Recent Traffic Operations**

a. **November 2021**

364 Total

6 Local, 164 Itinerant, 190 Air Taxi, 4 Military

360 GA, 4 Military

139 Medevac

62% Business Related

31% Based / 69% Transient

60 Fuel Purchases

3. **ACIP Projects:**

Runway 3/21 Reconstruction (Design): The first draft of the environmental technical report was received on June 30, 2021 and has been submitted to FAA for review. We are still waiting for comments from FAA.

4. **Comments**

Our current based aircraft count is 10.



Town Council Agenda Staff Report

December-2021

Mayor & Council Report for Community Development

Multiple Building Permits issued.

Multiple Building Inspections.

Planning and Zoning is currently working on,

- Updating the Zoning Map
- Creating addresses for properties

Updated Arizona Department Housing monthly reports.

Valuations reported to the Apache County Assessors.

Multiple phone calls on a daily basis about zoning for land sales and home/ business sales.



Town Council Agenda Staff Report

COMMUNITY SERVICES DEPARTMENT REPORT
November, 2021

ADMINISTRATIVE:

Our Fall Feast was held on November 18th. We served a total of 56 meals and it felt great to have the dining room full of conversation and laughter. The seniors really look forward to being with others during the Holiday season and we are glad to be able to provide that for them. Our Christmas Dinner is scheduled for Thursday, December 16th where we will not only serve a great Holiday meal but distribute stockings to seniors and also the gifts from the Senior Elf tree.

The Laughlin trip was on November 14-16 and we had two vans full of seniors that made the trip. Those that went are already asking when we can plan the next trip. We are considering another trip in the Spring.

The Holiday season is typically a time where we can do some fund raising for the center by “Bell Ringing” at the local Safeway store. However, after discussing this with the new Safeway manager, we were told that they would only allow the “Salvation Army” to do bell ringing at their store. This is concerning since we do not have a local Salvation Army which means that anyone there ringing bells for them would be giving money to other communities. The closest Salvation Army to Springerville is in Pinetop/Lakeside. I wrote a letter to their corporate office to request permission but have not heard back. If there is something the council or town manager can do to help remedy this, since it is a Springerville business, it would benefit several community organizations.

We received a report from the United Food Bank recently that outlined the donations made to our center’s food bank from July 1, 202 – June 30, 2021, which outlined the contributions we’ve received. The average value of the food received is estimated at \$1.74/pound. We received the following:

Donated Items	24,473#	\$42,583.02
Purchased	8,064#	\$14,031.36
TEFAP	165,474#	\$230,362.29

Financial/Statistical Reports and Grants completed for the following grants/contracts:

- Aging & Adult Congregate Meals
- Aging & Adult Meals on Wheels
- Aging and Adult Transportation Services
- Arizona Long Term Care (ALTCS) Meal Program
- Senior Community Senior Employment Program (SCSEP)
- St. Mary’s Senior Citizens Food Box Program
- United Food Bank Community Food Box Distribution
- Low Income Home Energy Assistance Program (LIHEAP) – Monthly Reporting

Please be sure to add our Facebook page to your list, “Round Valley Community Services & Senior Center” and if you are interested in receiving our monthly newsletter, please let me know so that I can email a copy to you.

Respectfully Submitted,
Robin Aguero



Town Council Agenda Staff Report

November– Community Assistance and Senior Services Counts:

Senior Services		Low Income Assistance Services	
Congregate Meals	455	Food Commodity Box (households)	537
Home Delivered Meals	264	Rental Assistance	2
Long Term Care Meals	44	Adult Diapers	5
Indigent Meals	52	Fuel Cards	16
Total Meals Served	815	LIHEAP	39
Senior Food Boxes	103	Bus Pass	4
Pet Food Bags Delivered	2	Senior Equipment	1
Transportation Units	155		
Volunteer Hours	87	HEAD START Meals served	1380

Message from our LIHEAP Case Manager:

When a household lives off two incomes and is accustomed to the financial budget that they have created for themselves, it is very difficult to adjust to one income after a spouse or loved one has passed away. I found this same scenario reoccurring in several of my applications this past month. I have been surprised at the number of deaths there have been in the last month or two due to either Covid or other medical illnesses. The surviving spouse or family member now must make do with only one income, pay for the expense of burial or cremation and any other expenses that accrued with hospital, ambulance, travel to and from hospitals and expensive medications. Bill payments get delayed resulting in shut off notices and food and fuel supplies dwindle. All of this happens while the survivor goes through a period of feeling lost and alone. Insurance companies, doctors, hospitals and funeral homes must all be dealt with. The client is about as low as they can be. It is so important that they have somewhere they can turn to for assistance with utilities and even a little help with budget and resources to get help until they are stable again. That is what is offered here at the center, through NACOG and it feels good to be a part of the process.



Town Council Agenda Staff Report





Town Council Agenda Staff Report





Town Council Agenda Staff Report





Town Council Agenda Staff Report

Springerville Fire Department Council Report December 15th 2021

1. Springerville Fire Department Statistics 2021

2. Springerville Fire Department had a very successful year this year we worked hard to replace equipment and tools that were outdated. The new tools will help us better serve our community of Round Valley.
3. Springerville Fire Department had Engine 1542 go down for repair this year for some motor problems. It was sent to Velocity truck centers in Phoenix and has been back in service after a three week down period and is running strong serving the community.
4. Many Firefighters with SFD completed certifications this year.
FF M. Meacham – Paramedic
FF E. Sluiter – FF I & II
FF H. Hobson – FF I & II
Cpt. L. McDowell – Wildland Incident Commander, CPR/FirstAid/AED Instructor
Cpt. J. Orona – CPR/FirstAid/AED Instructor
Cpt. J. Beckman – Fire Officer
BC R. Pena III – Wildland Incident Commander, CPR/FirstAid/AED Instructor
5. Springerville Fire Department Participated in Career Day events hosted at the Round Valley High School for both 8th graders and 9th graders along with many other industries.
6. Springerville Fire Department participated in Fire Prevention Week at the Round Valley Elementary School and our local Day Cares’.
7. Springerville Fire Department’s Burn Permit Program has been successful in 2021 this assists us in knowing when and where burns are happening in our community to help prevent accidents, injuries and fires from accidentally starting by going and checking on the addresses recorded that are burning.
8. Springerville Fire Department had the busiest interaction years on our Facebook page with information on all Safety aspects we provide.
9. Springerville Fire Department moved into our new location at 225 E. Main Street
10. Springerville Fire Department expects to finish the year with a call volume of approximately 240 calls for service our highest call volume year to date.
11. Springerville Fire Departments Chief is expected to start December 27th.

We look Forward to another successful year in 2022 with many more trainings being offered to fireman and community members. Making a bigger push to getting more information about Health and Safety and Fire safety to our youth in our local area schools. Working on continuing and improving interagency relationships with surrounding agencies. All of these things encompass our drive At Springerville Fire Department to improve Health and Safety and Fire Safety in our community. None of this would be possible without the continued support from the Town of Springerville Administration or the Town of Springerville Council Members, so we thank you.



Town Council Agenda Staff Report



Springerville Fire Department 2021 Statistics

YEAR	2019	2020	2021
Burn Permits Issued			25
CALLS FOR SERVICE	172	160	224
AVERAGE RESPONSE TIME			
BREAK DOWN OF CALLS FOR SERVICE			
Fire and Fire Related	15	20	17
Prescribed Burns	1	2	4
Medical	103	71	63
MVA	15	23	19
Wildland Assignments	9	15	1
Good Intent Calls	4	9	23
Service Calls	17	8	39
Inspections	1	5	6
Hazardous Conditions	3	4	4
False Alarms	4	5	35
Mutual Aid Calls by Area			
	2020	2021	
Mutual Aid Responses	12	13	
Greer			
Nutrioso			
Eagar	7	9	
St. Johns	2	2	
Alpine	1		
Vernon	2	2	
Calls for service in unincorporated areas within Apache County			
Apache County	1		
National Forest			
State Highways	8		
Total	9		

Quarter 1 Jan. 1-Mar. 31	2021
Burn Permits Issued	6
Calls For Service	61
Breakdown of Calls For Service	
Fire and Fire Related	3
Prescribed Burns	2
Medical	22
MVA	5
Wildland Assignments	0
Good Intent Call	5
Service Calls	9
Inspections	2
Hazardous Conditions	2
False Alarms	10

Quarter 2 Mar. 31-June 30	2021
Burn Permits Issued	2
Calls For Service	55
Breakdown of Calls For Service	
Fire and Fire Related	9
Prescribed Burns	0
Medical	9
MVA	7
Wildland Assignments	1
Good Intent Call	8
Service Calls	12
Inspections	3
Hazardous Conditions	1
False Alarms	7

Quarter 3 July 1-Sep. 30	2021
Burn Permits Issued	12
Calls For Service	64
Breakdown of Calls For Service	
Fire and Fire Related	1
Prescribed Burns	2
Medical	14
MVA	5
Wildland Assignments	0
Good Intent Call	1
Service Calls	15
Inspections	1
Hazardous Conditions	1
False Alarms	15

Quarter 4 Oct. 1-Dec. 31	2021
Burn Permits Issued	5
Calls For Service	44
Breakdown of Calls For Service	
Fire and Fire Related	4
Prescribed Burns	0
Medical	18
MVA	2
Wildland Assignments	0
Good Intent Call	9
Service Calls	3
Inspections	0
Hazardous Conditions	0
False Alarms	3



Town Council Agenda Staff Report

Report for November 2021

Springerville Heritage Center & Casa Malpais Archaeological Park

- Visitor count in November for the Heritage Center was estimated to be approximately 118 visitors. The Heritage Center was closed for the Veterans Day holiday, as well as three days over the Thanksgiving holiday weekend.
- Revenue generated in November from Casa Malpais site tours was \$394. This includes a group of 14 students/teachers from Alpine elementary school. In addition, we had a private Casa Malpais tour for members of the White Mountain Apache Historical Preservation group.
- Casa Malpais site tours are now on winter break for the months of December, January and February. Tours will resume in March (weather permitting).
- Heritage Center business hours have changed to the winter hours schedule effective December 1st (see attached flyer).
- A reminder of the 4th annual Christmas Tree Decorating Contest at the Heritage Center, featuring local Round Valley businesses (see attached flyers). On Friday, December 10th from 1 - 3 pm, a reception will be held with cookies and punch, with the winner of the Christmas tree decorating contest being announced at 2 pm. All are welcome to join the fun!
- As you may know, I have submitted my resignation as Museum Director of the Heritage Center with my last day being December 3rd. I have thoroughly enjoyed my 5+ years working at the Heritage Center and working with TOS staff, Council members, volunteers and community partners. Thank you all for your support over the years! Sincerely, Susan

Best wishes to you all for a Merry Christmas & Happy New Year! Happy Holidays!



SPRINGERVILLE HERITAGE CENTER
WINTER HOURS EFFECTIVE DECEMBER 1ST:

TUESDAY – FRIDAY | 10 AM – 3 PM

**CASA MALPAIS SITE TOURS ARE ON
WINTER BREAK AND WILL RESUME
IN MARCH (WEATHER PERMITTING)**

**Springerville Heritage Center and
Casa Malpais Archaeological Site & Museum
418 East Main Street
Springerville, Arizona 85938
928-333-5375**

Websites: casamalpais.org | springervilleaz.gov



Additional visitor information is available 24/7 in the front lobby of the Chamber of Commerce building located at 7 West Main Street (next to the Post Office).

4TH ANNUAL CHRISTMAS TREE DECORATING CONTEST FEATURING LOCAL ROUND VALLEY BUSINESSES

REVISED

Winner will be announced on Friday – December 10th

To Enter:

- Complete and return the entry form below by December 3rd to the Springerville Heritage Center or email your completed entry form to: sseils@springervilleaz.gov
- Bring your decorated tree (or decorate after arriving) to the Heritage Center starting November 30th but no later than December 9th. *(Drop off Tuesday through Friday between 10 AM – 3 PM)*
- Local residents and visitors can view the decorated trees throughout the Heritage Center hallways and cast votes for their favorite tree anytime up to one hour prior to awards presentation time on Friday, December 10th at 2:00 PM. ***The sooner your tree is displayed, the more votes you can receive!***
- Along with your Christmas tree entry, be sure to bring your flyers, brochures and/or business cards to help promote your business! Tables will be available to place your promotional materials on.
- Whether or not you choose to enter the contest, we invite you to post the other enclosed flyer in your place of business to help inform the community and visitors about this event. ***Thank you in advance!***



Springerville Heritage Center
418 East Main Street
Springerville, AZ 85938

(928) 333-2656, Ext. 230

sseils@springervilleaz.gov

www.springervilleaz.gov



Christmas Tree Decorating Contest Entry Form

(Please return entry form by December 3rd so we can plan spacing for the Christmas tree entries)

Name of Business/Non-Profit Organization: _____

Contact Person Name: _____

Phone #: _____ Email address: _____

Mailing Address: _____

Christmas Tree title or theme: _____

Additional comments: _____

4TH ANNUAL CHRISTMAS TREE DECORATING CONTEST FEATURING LOCAL ROUND VALLEY BUSINESSES

REVISED

Join us for this fun community event!

Cheer on local businesses and non-profit organizations as they display festively decorated Christmas trees . . . with some friendly competition!

- View decorated trees throughout the hallways of the Springerville Heritage Center starting December 3rd (Tuesday - Friday from 10 am - 3 pm)
- Cast votes for your favorite tree at any time, but no later than 1 pm on Friday, December 10th.
- Join us on Friday, December 10th between 1 - 3 pm for holiday music and refreshments. Christmas tree decorating contest winner will be announced at 2 pm.

For questions call (928) 333-2656, ext. 230
or email to sseils@springervilleaz.gov



Springerville Heritage Center
418 East Main Street
Springerville, AZ 85938

(928) 333-2656, ext. 230
sseils@springervilleaz.gov
www.springervilleaz.gov



RECEIVED

DEC 07 2021

SPRINGERVILLE MAGISTRATE COURT STATISTICAL REPORT

Pursuant to Town Ordinance 2.36.030 (E), the undersigned magistrate hereby submits a summary of court activities for the month of November 2021.

Civil citations filed: 8

Criminal citations filed: 6

Pre-trial conferences held: 5

Sentencings held: 11

Trials held: 0

A total of \$4688.37 was submitted to the Town of Springerville on the 2nd day of December 2021, by check number 1076. *See Remittance Report.*

12-6-2021

DATE


MUNICIPAL COURT JUDGE



Town Council Agenda Staff Report

12-2021

Mayor & Council Report for Public Works

Projects Completed in November/December 2021

- Street sweeping
- Pothole repairs
- Multiple sewer call outs (plugged sewer lines)
- Multiple water turn on and off
- Water meter reads
- Water meter replacements
- Multiple water break/ repairs
- Street light repairs
- Preparation and decoration for upcoming holiday events including placement of tree at Becker Park
- Train Rides in Becker Park on December 4th, canned food donations were taken to the food bank at the Senior Center
- Hot patched South Mountain Avenue where there was a water break
- Leaf/debris removal in front of Town Hall/Museum
- Burning and clean up of weeds and debris in ditches on South Zuni
- Water/Wastewater sampling, including monthly and annual tests

Projects Working On

- WIFA- Water projects
- WIFA- Sewer Projects
- Hot patching multiple roads (water repairs)
- Meter installs (Town)
- Hopi Adjudication Lawsuit
- Water meters for all wells (WIFA)
- Lift station meters (WIFA)
- Well rehab- Wilkins well (WIFA)
- Booster Station Control Replacement (WIFA)
- Water and sewer line replacement- planning the next project (WIFA)
- Sidewalk repairs/ replacement
- Hiring 1 open positions

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller / Town Clerk
DATE: 12/15/2021
SUBJECT: Consent Item(s)

SUGGESTED MOTIONS:

I move we adopt consent items 5a, 5b, 5c, and 5d as presented.

OR

I move we do not approve or we table the consent items until next meeting.

STAFF REPORT

Please see attached documentation.



TOWN COUNCIL WORK SESSION

Minutes

Wednesday, November 17, 2021 at 5:15 pm

Attendees: Staff: Christopher Collopy - Town Manager, Kelsi Miller
- Town Clerk, Heidi Wink - Finance Director

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.

1. CALL MEETING TO ORDER AND ASCERTAIN A QUORUM:

Minutes:

The Work Session was called to order at 5:15 p.m.

The Town Clerk verified a Town Council quorum was present. Councilor Ruben Llamas-Absent, Vice Mayor Robert MacKenzie - Present, Mayor Hanson - Present, Councilor Richard Davis - Present (joined at 5:17 p.m.), Councilor Shelly Reidhead - Present
The Town Clerk verified a Planning and Zoning Commission quorum was present. Chairman Donald Scott - Present, Vice Chairwoman Terry Shove - Present, Commissioner Teresa Becker - Present

NEW BUSINESS

2. AMERICAN RESCUE PLAN ACT FUNDING:

Minutes:

Finance Director Heidi Wink introduced the ARPA Funding and gave a brief description of what it is. She explained that the Town needs to decide what projects we are interested in by February. She showed them in their packet is a list of some of the water and sewer projects that these funds can be used for. The projects have to be eligible for the Clean Water State Revolving Fund and the state Wastewater Fund, they must meet these standards. ARPA funds can be used for revenue loss due to the pandemic, but we did not have revenue losses. Ms. Wink suggests they review the packets and meet again in January to discuss ideas. Councilor Reidhead asked if they can use the funds for roads? Ms. Wink said no, water, sewer, or broadband. Council

asked how much money should we be receiving? She responded \$330,00 this year and \$330,000 next fiscal year for a total of \$660,000. Manager Collopy said staff will come up with a list of ideas to bring back to the council to brainstorm on. Mayor Hanson asked if we do not use all of this money this year do we lose it? Heidi said we have until 2026 to use it. But we do not suggest waiting that long because more funding may become available.

3. P & Z RECOMMENDATION ON ORDINANCE 2021-002:

Minutes:

Councilor Reidhead started the conversation regarding the proposed Ordinance. She stated she attended all of the Planning and Zoning Public Hearings and the Town unanimously agreed they do not want marijuana. However, Councilor MacKenzie explained that the people of Arizona do want marijuana and he has concerns about the Council picking and choosing which laws we want to follow. Terry Shove with the Planning and Zoning Commission explained they learned from Legal Council and review of Prop 207 that Springerville can not have anything that is more restrictive than our current medical marijuana ordinance. Due to this, she explained we are stuck with marijuana. However, the Planning and Zoning Commission is not supportive of the proposed Ordinance. They feel it will allow more opportunities than this community needs. The Commission wants to keep current setbacks as well as building size. Ms. Shove explained we need to be very careful how we handle this. We do not want to put our Town in a place to bring more litigation. She believes if we stick to our existing setbacks and sizes we can better regulate, she gave a brief description of our current setbacks and building size. Our community does not want marijuana but we are in a place where we can not legally stop it per state law. The fact that we do not currently have a medical marijuana dispensary does not mean anything. It is based on the fact that we currently have a medical marijuana ordinance allowing them. Therefore the Town can make it as stringent as the state will allow. Vice-Mayor MacKenzie agrees that he does not want to turn Springerville into the test case for State litigation regarding this. He asked the Town Attorney, Ms. Henry, if we keep the regulations we currently have for medical marijuana and add recreational marijuana will we be compliant with state law. She explained with the current guidance, statutes, and administrative code that we have yes, as long as we are following that we are within the scope of authority that the state statute allows. However, she did recently receive an update from the League of Cities and Towns on the Social program for areas that may have been negatively impacted or have more challenges to access marijuana. They have not finalized the rules for that program yet. She doesn't believe they will affect the Town, but we do need to keep that in mind as they develop. Don Scott the Chairman of the Commission added he understood that one of the applicants would not be able to provide medical-grade marijuana or be offering medical pricing with their proposal. It would be a recreational-only dispensary. He is curious if there is a way for the Town to say if we do have a dispensary we want it to include both medical and recreational. Some people have voiced they would like to

see easier access to the medical side so he thinks that option should be explored. Ms. Shove agrees if we can put into a new Ordinance that they must provide both. Ms. Henry is not sure if we have the authority to limit that, the statute has better language as far as the right of the dual licensee to operate both. The administrative code and guidance lead her to believe we can not mandate that. Manager Collopy added that he believes we can limit the number of dispensaries we allow. Mr. MacKenzie said he thought the number of dispensaries was set by the lottery. Ms. Reidhead said the lotteries are per County, not Town. There was some discussion on if Apache County had two or three licenses, a number was not definitively identified. Mayor Hanson added if we only want to allow one we can do that. Vice-Mayor MacKenzie said yes, as long as they meet all other requirements. Councilor Reidhead added it is her understanding that they can not reapply for another conditional use permit for a year following a denial. Ms. Shove said they can not apply for the same use at the same location for a year. Mr. Collopy said he is not aware of any recent application for a zoning form for AZDHS applications. It is possible the dispensary license holders saw the opposition in the community and realized there are easier areas they could go to. There was some discussion as to if Apache County itself will allow a marijuana dispensary, it was unverified if they do or don't allow them. Mayor Hanson asked Ms. Henry where we go from here. She said that is up to the Council, we have heard suggestions and some oppositions. Vice-Mayor MacKenzie wanted to ask one of the applicants their opinion and Ms. Henry let him know that is not advised as this was not agendized to be a discussion with the public. Ms. Shove suggested that we add recreational marijuana into the places that include medical marijuana. She asked if that would make a new code? Ms. Henry said that is a possibility if that is the route they would like to take. We could use the language already written into the code and alter the areas that are needed. Mr. Scott said his suggestion would be to add adult use to the existing code where it lists medical. Ms. Henry said we can draft a new ordinance with these changes as well as include some language to address some state statutes such as dual licenses and some minor legal language. Councilor Reidhead reiterated she still does not support marijuana here period. Mayor Hanson expressed when they come before Council and want a Conditional Use Permit we review it at that time. Ms. Shove agreed, they will have to meet all strict CUP requirements. Councilor Davis asked if we are aware if there are any locations in Springerville that will meet all requirements in the current code for a dispensary? There is at least one, we once had a dispensary the commission informed him. Mr. Davis pointed out the north side of Main Street is only half zoned commercial, however, the south side is zoned commercial. They discussed residential properties in the area of Main Street. Mayor Hanson asked if the legal recommendation is to add recreational to the existing ordinance? Ms. Henry said that is an efficient way to update the code to be compliant with the scope of authority that is given to the town there are a few other additions the Town should consider if that is the course they would like to go forward with. One specific example is the dual licensees. If they do not like the proposed model, they do not have to adopt all of the contents of it.

Councilor Reidhead pointed out that if the Town is stuck with marijuana we need to limit it to only allowing one. Vice-Mayor MacKenzie said we do not want to make it look like we are gunning for those applying. Ms. Shove said the one that came before planning and zoning did not give a full CUP, they were not gunned for, they did not have a complete application. We only have 1,700 people here, she feels one dispensary will be enough. Mayor Hanson asked what the next step is. Ms. Henry said Council may give staff direction on how they would like to move forward. She feels it may be more efficient to start fresh with a new Ordinance rather than try to redline the proposed one. If that is the will of the Council she would then direct us on it, but no legal action at this time. We will have to start fresh with our public hearings and follow all of the steps. Ms. Shove asked if the public hearings can be with the Council? Staff will look at the statute but we believe they state the hearings are to be held with the Planning and Zoning Commission. Council agrees the recommendation is to start over with a new Ordinance.

4. ADJOURNMENT:

Minutes:

ACTION: Robert MacKenzie/ Shelly Reidhead motioned to adjourn at 5:50 p.m.

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 0

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.



SPRINGERVILLE BOARD OF ADJUSTMENTS

Minutes

Wednesday, November 17, 2021 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 Board of Adjustments and to the general public that the board will hold a meeting open to the public at the Springerville Town Hall, 418 East Main Street, Springerville, Arizona. The Board 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.

BOARD OF ADJUSTMENTS MEETING 6:00 P.M.

1. CALL MEETING TO ORDER AND ASCERTAIN QUORUM:

Minutes:

The Springerville Board of Adjustments meeting was called to order at 6:00 p.m. The Town Clerk verified a quorum was present. Ruben Llamas- absent, Robert MacKenzie - present, Richard Davis - present, Phil Hanson - present, Shelly Reidhead - present

2. PUBLIC HEARING: REQUEST FOR VARIANCE

Minutes:

Mayor Hanson opened a public hearing. Town Manager Collopy gave them the background on this property located on Coconino. It is zoned in R1-7, per code, to build the lot size is to be 7,500 sqft. This family purchased the property not knowing this with the intent to build a house on it. This lot is smaller than the 7,500 sqft. They are simply asking for a variance from the code to build their home. Based on their proposed plans they are not asking for any other variances for setbacks or anything. Ms. Reidhead asked about size. Mr. Collopy said the lot size is 5,325 sqft. Phil Hanson asked Town Attorney, Ms. Henry if she feels this is okay. Ms. Henry explained this is a textbook case for filing a variance, this was outside of the property owner's control. She has no legal concerns about this variance. Richard Davis pointed out that this

property did have a home on it at one point.

Robert MacKenzie/ Richard Davis motioned to close the public hearing.

Vote results:

Ayes: 4 / Nays: 0

NEW BUSINESS

3. APPLICATION FOR VARIANCE:

Minutes:

ACTION: Robert MacKenzie/ Shelly Reidhead motioned to approve the application for a variance to allow Ismael Leal the lot size at 345 S. Coconino.

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 0

4. ADJOURNMENT:

Minutes:

Shelly Reidhead / Robert MacKenzie motioned to adjourn at 6:05 p.m.

Vote results:

Ayes: 4 / Nays: 0

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 during the 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.



DRAFT

TOWN COUNCIL REGULAR MEETING

Minutes

Wednesday, November 17, 2021 at 6:15 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.

AMENDED 11/16/21 8:01 AM TO ADD ON TO ITEM 10:

Discussion regarding the hiring process of the Zoning Administrator as allowed under A.R.S. § 38 431.03 (A) (1) (3).

TOWN COUNCIL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Hanson called the meeting to order at 6:15 p.m.
Vice-Mayor MacKenzie led the pledge of allegiance.

2. ROLL CALL:

Minutes:

The Town Clerk completed a roll call.
Councilor Ruben Llamas - Absent, Vice-Mayor Robert MacKenzie - Present, Mayor Phil Hanson - Present, Councilor Shelly Reidhead - Present, Councilor Richard Davis Present
A quorum is present.

3. PUBLIC PARTICIPATION:

DRAFT

Minutes:

Terry Shove addressed the Mayor and Council. She updated them on a recent project for the High School junior class. The purpose of the project was to help them understand the cost of college. They taught them how to complete FASA worksheets and showed them the breakdown of what they will have to contribute. The students experienced some sticker shock. The students were able to take home paperwork for their parents. They did this same project two years ago. Mayor Hanson asked if they followed up on the students? Terry replied yes they will follow up and help where they can. She next updated that the turf in the dome is being rolled up for the season and they also plan on replacing all the lights in there. The school district's budget override passed. Lastly, she reminded the Council and public of the Reason for the Season program on December 6th.

Gail Rich addressed the Mayor and Council. She is still trying to fix the issues she is having next door. She reminded them that there is a reason the town has zoning codes and laws. She feels the animal control officer is in a conflict of interest and actually contributing to the problem by taking stay animals to this business. She is using her business as a rescue as well as breeding animals in it. There are animals constantly kenneled inside for the purpose of breeding. She wants to know why the code is not being enforced for this. She has spoken with the Chief of Police who has told her to call after hours and complain about the noise while it is happening. She has done so and now feels like the officers are all aggravated with her. This is her last-ditch effort to try to get this taken care of and the codes enforced.

4. COUNCIL, MANAGER AND STAFF REPORTS:

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

Minutes:

None

b. Manager Christopher Collopy: Summary Updates & presentation(s)

Minutes:

Manager Collopy updated that he is back and recovered from COVID. He said they completed the secondary interviews for the Fire Chief position. If negotiations go well we should have a new Chief by the end of December to early January. He updated that Shane Phillips is now serving as the Code Enforcement Officer. He hopes interviews for the Planning and Zoning/building position will be soon. Next, he updated that staff put the Veterans Day flags out at the Springerville and Eagar cemeteries. Staff is working on recruitment for the Police Department and broadband.

c. Staff Reports: Summary Updates

Minutes:

Robert Pena III the Battalion Chief updated the Mayor and Council that the department will soon start offering in-house CPR and First Aid classes. He also updated that the fire engine is back from the repair shop and back in service.

Dayon Merrill the Chief of Police updated they have applied for a GOHS Grant for a pick-up.

5. CONSENT ITEMS:

Minutes:

ACTION: Robert MacKenzie / Richard Davis motioned to approve consent items 5a and 5b as presented.

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 0

- a. Consider approval of the October 20, 2021 , Regular Council Meeting Minutes.
- b. Consider ratification and approval of accounts payable register from 10/09/2021 through 11/08/2021.

OLD BUSINESS

NEW BUSINESS

6. REDISTRICTING:

a. Review and Discussion:

Minutes:

Jesse Byrant introduced himself to the Mayor and Council. He explained he loves the small Eastern Arizona Towns. He gave them some background on from 2001 to 2011 legislative districts and how they affect the 5 eastern counties, reservations, and southern counties. He said partisan aside he has always been an advocate for having rural representation. In 2000 the voters of Arizona voted to create the Independent Redistricting Commission. They are independent in the manner of being accountable only to the courts. The commission is made of five commissioners tasked with redrawing the district lines after each Census. When this was done in 2011, a lot of rural areas were moved into metro districts losing their rural voices. Apache County and the Springerville area was used as a bridge to connect the Navajo Nation with the San Carlos Reservation. This year Jesse's is advocating throughout Arizona to help restore the rural voice in legislation. Some on the commission may not understand the dire need for rural areas to have a voice so that is why they have been advocating for cities and towns to reach out to the IRC with letters of support or resolutions. He reviewed the current draft map the IRC is considering, he also reviewed the map he is asking the Council to support. Both maps proposed will keep Springerville in a rural district, however, one will support keeping Greer and Alpine with a rural district. He net showed the Council how to view the current maps being proposed by the IRC on their website. He also informed them that the San Carlos Reservation has declined support for the map Jesses group is proposing

because they feel too many tribal members live in the surrounding communities such as Globe, so they want those small towns grouped in with the district primarily tribal. He explained the IRC is in San Carlos tonight. Mayor Hanson asked the Town Attorney her thoughts. She explained many areas are reviewing the same things. The resolution proposed in item B is approved to form, this is a powerful tool for Councils to support their communities if they feel the proposal is best.

b. Resolution 2021-R009: Redistricting

Minutes:

ACTION: Robert MacKenzie/ Shelly Reidhead motioned to adopt Resolution 2021-009, supporting the proposed redistricting map for rural Arizona.

The Town Clerk read the Resolution out loud.

Vote results:

Ayes: 4 / Nays: 0

7. AIRPORT HANGAR GROUND LEASES:

Minutes:

ACTION: Robert MacKenzie / Shelly Reidhead motioned to approve both lease agreements.

DISCUSSION: Town Manager Collopy explained we have worked with Tosca and Sean on these. The request for the lease is that the terms for this lease be greater. We are also looking at the cost for the lease and he suggests we get this lease going and evaluate the fees associated. We have the ability within the lease to evaluate if we are receiving market values. Mayor Hanson verified with the Town Attorney that both leases are approved to form. She said yes, they are meeting statute requirements.

Vote results:

Ayes: 4 / Nays: 0

a. Moreman Family Trust Agreement

b. Mountain Gales, LLC

8. LEASE CONTRACT MODIFICATION: United States Forest Service

Minutes:

ACTION: Shelly Reidhead/ Richard Davis motioned we do not approve the presented contract modification from the United States Forest Service for the Airport apron leave.

DISCUSSION: Councilor MacKenzie asked why Shelly and Richard do not support this. Councilor Reidhead said if read through the material it is a vaccination mandate. Manager Collopy said his understanding is that the vaccination mandates are being challenged right now in the courts. He would suggest to Council we simply table this and see what happens in the courts. Mayor Hanson said he spoke with Sean, the airport manager about this and was informed if we do not approve this we can just charge them and treat them like we would any normal tiedown. He wanted on the record he is not going to support mandating vaccines, Councilor Reidhead agreed she

is not going to either. Mayor Hanson asked the Town Attorney what she thinks they should do. Attorney Henry let him know either option is viable and reminded him this is a policy decision. The correspondence from the USFS is clear they will not move forward with renewals if we do not renew. She feels Council is well aware of this. Councilor MacKenzie said this is a contract modification, so do they still have a contract? The Clerk let him know the current lease expires in March of 2022, this is their last year for the USFS to exercise their right to renew the contract before we have to bring a new one back to Council. Councilor MacKenzie said we can choose to do nothing and let them make that decision. Mayor Hanson asked Tosca if she would recommend that. She responded they have the option to table if they would like. Councilor Reidhead said she does not support that, she wants to make a statement. Mayor Hanson said he agrees with Shelly. Councilor MacKenzie said if Council wants to make a statement then he is okay with that. Robert asked how important is this apron lease to the Town? Mayor Hanson said they have to have planes in our area, we are the only airport, they will have to decide.

Vote results:

Ayes: 4 / Nays: 0

9. DECEMBER MEETING DISCUSSION:

Minutes:

DISCUSSION: Councilor Reidhead explained they need to hold a December meeting, we have business owners on the line. She feels that by not holding the meeting we would be holding up progress. Councilor MacKenzie asked what progress. Ms. Reidhead said a piece of landlocked property and the RV park going in. Mayor Hanson said he is okay with whatever Tosca wants them to do. Councilor MacKenzie said if we have business to conduct we should have a meeting. Manager Collopy agrees if we have items we should hold a meeting. The reason the land issue was not on tonight's agenda is that we have a 15 day period we have to wait and see if it is appealed. Mayor Hanson asked the manager if they should hold a special meeting or regular meeting? He responded that is the pleasure of the Council. They agreed a regular meeting is okay with them.

10. EXECUTIVE SESSION:

Minutes:

ACTION: Robert MacKenzie/ Shelly Reidhead motioned to enter into executive session at 7:06 p.m.

DISCUSSION: None

Ayes: 4

Nays: 0

SECOND ACTION: Robert MacKenzie / Shelly Reidhead motioned to exit the executive session and enter back into the regular session at 7:48 p.m.

DISCUSSION: None

Ayes: 4

Nays: 0

11. POSSIBLE ACTION AS A RESULT OF EXECUTIVE SESSION:

Minutes:

None

12. ADJOURNMENT:

Minutes:

Shelly Reidhead/ Richard Davis motioned to adjourn at 7:49 pm.

DISCUSSION: NONE

Vote results:

Ayes: 4 / Nays: 0

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TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

Council Meeting December 15, 2021

Check Register

11/09/21 thru 12/07/21 Accounts Payable Expenses	\$154,737.21
Pay Period End 11/20/21 & 12/07/21	\$139,038.42
Total Expensed Dollar Amount for Consent Agenda	\$293,775.63
Total Revenue Received 11/09/21 thru 12/07/21	\$297,591.04

Balances on all cash accounts as of December 7, 2021

Checking Account	\$5,664,770.33
LGIP Savings	\$3,032,619.98

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/09/2021	98691	Apache Co Treasurer	Oct 2021 Docket Fees	7.24	01-000-2011
11/09/2021	98692	Ascent Aviation Group, Inc.	Wingpoints issued	5.04	04-180-5027
11/09/2021	98693	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	49.50	01-160-5077
11/09/2021	98693	AZ Dept of Corrections	Inmate Labor - HURF	115.50	02-170-5077
11/09/2021	98693	AZ Dept of Corrections	Inmate Labor - Water	66.00	10-210-5077
11/09/2021	98693	AZ Dept of Corrections	Inmate Labor - Sewer	49.50	11-215-5077
11/09/2021	98693	AZ Dept of Corrections	Inmate Labor - Senior Center	49.50	22-270-5077
11/09/2021	98694	AZ Dept of Corrections(M)	Inmate Milage-Parks & Cemetary	38.72	01-160-5077
11/09/2021	98694	AZ Dept of Corrections(M)	Inmate MilageHURF	90.32	02-170-5077
11/09/2021	98694	AZ Dept of Corrections(M)	Inmate Milage-Water	51.62	10-210-5077
11/09/2021	98694	AZ Dept of Corrections(M)	Inmate Milage-Sewer	38.72	11-215-5077
11/09/2021	98694	AZ Dept of Corrections(M)	Inmate Milage-Senior Center	38.72	22-270-5077
11/09/2021	98695	AZ State Treasurer	Magistrate Payable Oct 2021	1,418.77	01-000-2011
11/09/2021	98696	Brewer Law Office	Indigent Defense Attorney Fees	130.30	01-106-5055
11/09/2021	98697	Hatch Construction and Paving	Continuation from 06/2021 - Remaining Balance	188.84	01-140-5062
11/09/2021	98698	Omega Industrial Supply Inc.	Weed Killer/Herbicide/Quick Kill - partial order PO#9985	1,141.91	01-160-5047
11/09/2021	98699	Pierce Coleman PLLC	Legal Services for October 2021	1,278.00	01-106-5131
11/09/2021	98700	Quill	Air Freshener	23.44	01-140-5059
11/09/2021	98700	Quill	Counterfeit Pen	5.43	01-120-5009
11/09/2021	98700	Quill	Hershey Miniatures	54.38	01-105-5020
11/09/2021	98700	Quill	Cable Ties	9.35	02-170-5028
11/09/2021	98700	Quill	Utility Knife x6	21.53	16-240-5058
11/09/2021	98700	Quill	Spiral Notebook x6	17.40	10-210-5009
11/09/2021	98700	Quill	Candy Mix	60.92	01-105-5020
11/09/2021	98700	Quill	Foot Rest	35.89	01-120-5058
11/09/2021	98700	Quill	Jumbo Wall Calendar	34.81	17-245-5009
11/09/2021	98700	Quill	Receipt Book	86.76	01-120-5009
11/09/2021	98700	Quill	16 gal Trash Bags	63.09	01-130-5059
11/09/2021	98700	Quill	Coin Sorter	43.51	16-240-5058
11/09/2021	98700	Quill	Electronic Duster	52.22	01-120-5009
11/09/2021	98700	Quill	Tape	18.27	01-115-5009
11/09/2021	98700	Quill	Post-Its	15.54	01-115-5009
11/09/2021	98700	Quill	Post Its 3x3	25.01	01-115-5009
11/09/2021	98700	Quill	Color Toner	388.41	01-115-5009
11/09/2021	98700	Quill	Black Toner	125.11	01-115-5009
11/09/2021	98700	Quill	9V Battery	40.25	01-115-5009
11/09/2021	98700	Quill	Red Binders	21.72	01-115-5009
11/09/2021	98700	Quill	Med Binder Clips	15.60	01-120-5009
11/09/2021	98700	Quill	lrg Binder Clips	34.53	01-120-5009

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/09/2021	98700	Quill	Post Its 3x3 Pop-up	34.57	01-120-5009
11/09/2021	98700	Quill	White Out	22.84	01-120-5009
11/09/2021	98700	Quill	Cash Register Thermal Rolls	110.97	01-120-5009
11/09/2021	98700	Quill	Credit Cash Reg Thermal Roll- not in shipment	110.97-	01-120-5009
11/09/2021	98700	Quill	2022 Calendar	65.25	01-120-5009
11/09/2021	98700	Quill	AAA Battery	38.07	01-130-5061
11/09/2021	98700	Quill	lysol wipes	36.97	01-130-5059
11/09/2021	98700	Quill	Kleenex	54.39	01-130-5059
11/09/2021	98700	Quill	G2 Pilot Pens	46.32	01-130-5009
11/09/2021	98700	Quill	File Folders	45.69	01-130-5009
11/09/2021	98700	Quill	Wall Calendar	26.08	01-140-5009
11/09/2021	98700	Quill	Hand Sanitizer	39.16	01-140-5009
11/09/2021	98700	Quill	Drano	58.72	01-140-5059
11/09/2021	98700	Quill	Bleach	22.84	01-140-5059
11/09/2021	98700	Quill	CScrub Sponges	6.84	01-140-5059
11/09/2021	98700	Quill	Softsoap Bundle	15.19	01-145-5059
11/09/2021	98700	Quill	HP Blk Toner	141.43	01-150-5009
11/09/2021	98700	Quill	Canon Ink	30.45	01-150-5009
11/09/2021	98700	Quill	lens Cleaning Towelettes	10.76	01-150-5009
11/09/2021	98700	Quill	2022 Desk Calendar	15.65	01-150-5009
11/09/2021	98700	Quill	2022 Wall Calendar	20.66	01-150-5009
11/09/2021	98700	Quill	Ruled Pads	14.68	01-150-5009
11/09/2021	98700	Quill	no. 2 Pencils	6.52	01-150-5009
11/09/2021	98700	Quill	Scotch Tape	12.83	01-150-5009
11/09/2021	98700	Quill	Brother Magenta Toner	64.18	04-180-5009
11/09/2021	98700	Quill	Brother Blk Toner	156.63	04-180-5009
11/09/2021	98700	Quill	Mechanical Pencils	10.85	04-180-5009
11/09/2021	98700	Quill	Drawer Organizer	5.10	04-180-5009
11/09/2021	98700	Quill	Single Hold Punch	6.19	04-180-5009
11/09/2021	98700	Quill	Stapler	16.09	04-180-5009
11/09/2021	98700	Quill	3x3 Post its Dispensor	17.18	04-180-5009
11/09/2021	98700	Quill	Trash Bags	43.50	04-180-5059
11/09/2021	98700	Quill	XL Wall Calendar	67.43	16-240-5009
11/09/2021	98700	Quill	Pilot Gel Pens	15.44	17-245-5009
11/09/2021	98700	Quill	HP Blk	130.53	17-245-5009
11/09/2021	98700	Quill	HP color	94.62	17-245-5009
11/09/2021	98700	Quill	Manilla Folders	40.11	17-245-5009
11/09/2021	98700	Quill	Chair Mat	34.81	55-430-5058
11/09/2021	98700	Quill	Desk Calendars	26.08	55-430-5058
11/09/2021	98700	Quill	Binder Clips	8.46	01-125-5009
11/09/2021	98700	Quill	Pop up Post Its	19.88	01-125-5009
11/09/2021	98700	Quill	Wipe Disinfect	74.06	01-140-5059

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/09/2021	98700	Quill	Checklite Clear Lens	57.85	01-140-5134
11/09/2021	98700	Quill	Lysol	19.56	01-145-5059
11/09/2021	98700	Quill	Clorox 120oz.	36.98	01-160-5059
11/09/2021	98700	Quill	Lysol Wipes	36.97	01-160-5059
11/09/2021	98700	Quill	Spray Disinfectant	87.02	01-160-5059
11/09/2021	98700	Quill	Trash Bags	184.94	01-160-5059
11/09/2021	98700	Quill	Bathroom Tissue	132.71	01-160-5059
11/09/2021	98700	Quill	Clorox 120 oz.	18.49	02-170-5009
11/09/2021	98700	Quill	Binder Clips	8.46	02-170-5009
11/09/2021	98700	Quill	HP Ink	124.02	02-170-5009
11/09/2021	98700	Quill	Shop Towels	44.79	02-170-5028
11/09/2021	98700	Quill	Coffee	15.08	02-170-5030
11/09/2021	98700	Quill	Spray Disinfectant	87.02	02-170-5059
11/09/2021	98700	Quill	Kleenex	5.97	02-170-5059
11/09/2021	98700	Quill	9 V Battery	38.07	02-170-5051
11/09/2021	98700	Quill	HP Ink	124.02	10-210-5009
11/09/2021	98700	Quill	Cups - Hot Touch	9.87	10-210-5030
11/09/2021	98700	Quill	Lid Domes	8.04	10-210-5030
11/09/2021	98700	Quill	Clorox 120oz.	18.49	10-210-5059
11/09/2021	98700	Quill	Lysol Wipes	36.97	10-210-5059
11/09/2021	98700	Quill	Kleenex	5.97	10-210-5059
11/09/2021	98700	Quill	Multi-Surface Pledge	16.08	10-210-5059
11/09/2021	98700	Quill	9V Battery	38.07	10-210-5061
11/09/2021	98700	Quill	AA Battery	38.07	10-210-5061
11/09/2021	98700	Quill	Ink Cartridge	164.07	11-215-5009
11/09/2021	98700	Quill	Dixie Cutlery	21.53	11-215-5030
11/09/2021	98700	Quill	Clorox 120oz.	18.49	11-215-5059
11/09/2021	98700	Quill	Lysol Wipes	36.97	11-215-5059
11/09/2021	98700	Quill	Kleenex	5.97	11-215-5059
11/09/2021	98700	Quill	9V Battery	38.07	11-215-5061
11/09/2021	98700	Quill	AAA Battery	27.19	11-215-5061
11/09/2021	98700	Quill	Ziplock Bags	40.25	11-215-5123
11/09/2021	98700	Quill	Cash Reg Thermal Rolls	110.97	01-120-5009
11/09/2021	98701	RAGHT	Nov 2021 Premium - PR WH	4,532.65	01-000-2020
11/09/2021	98701	RAGHT	Nov 2021 Premium - Admin	738.82	01-115-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - Finance	1,855.95	01-120-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - P&Z	270.04	01-125-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - PD	8,156.81	01-130-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - AC	1,322.08	01-135-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - Fire	1,792.78	01-140-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - HC	730.32	01-150-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - Shop	537.82	01-155-5004

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/09/2021	98701	RAGHT	Nov 2021 Premium - Parks	1,061.10	01-160-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - HURF	4,167.75	02-170-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - SC	1,192.08	03-175-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - AP	1,326.33	04-180-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - Water	3,238.56	10-210-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - Sewer	2,702.41	11-215-5004
11/09/2021	98701	RAGHT	Nov 2021 Premium - UofA SNAP	927.87	55-430-5004
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-056096-21/CP-058139-21/IN- 473764-21 Fuel Card/Bulk Dyes	965.74	02-170-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-056096-21/CP-058139-21/IN- 473764-21 Fuel Card/Bulk Dyes	288.47	10-210-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-056096-21/CP-058139-21/IN- 473764-21 Fuel Card/Bulk Dyes	288.96	11-215-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-056114-21/CP-058159-21 Fuel Card - PD	847.49	01-130-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-056114-21/CP-058159-21 Fuel Card - AC	215.56	01-135-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-056203-21/CP-058243-21 Fuel Card - Fire	254.30	01-140-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-056096-21/CP-058139-21 Fuel Card - Shop	380.93	01-155-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-056096-21/CP-058139-21 Fuel Card - Parks	187.35	01-160-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-056096-21/CP-058139-21 Fuel Card - AP	123.60	04-180-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-055617-21/CP-057682-21 Fuel Card - SC Trans	96.77	13-225-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-055617-21/CP-057682-21 Fuel Card - SC Home Delivery	96.77	15-235-5011
11/09/2021	98702	Rhinehart Oil Co. , LLC	CP-055617-21/CP-057682-21 Fuel Card - SC SV Trans	96.77	42-365-5011
11/09/2021	98703	SeeClickFix	Annual license 12/1/21-11/30/21	500.01	02-170-5027
11/09/2021	98703	SeeClickFix	Annual license 12/1/21-11/30/21	500.01	10-210-5027
11/09/2021	98703	SeeClickFix	Annual license 12/1/21-11/30/21	500.01	11-215-5027
11/09/2021	98703	SeeClickFix	Annual license 12/1/21-11/30/21	500.01	01-125-5027
11/09/2021	98704	Shamrock Foods Co	General Food PO#10250	545.99	20-260-5060
11/09/2021	98704	Shamrock Foods Co	Vinyl Gloves PO#10250	31.77	20-260-5089
11/09/2021	98705	Sierra Propane	Propane Allocation - Admin	94.18	01-115-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - Finance	56.51	01-120-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - P&Z	37.67	01-125-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - AC	133.07	01-135-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - HC	188.37	01-150-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - Shop	49.64	01-155-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - HURF	115.83	02-170-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - Water	82.74	10-210-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - Sewer	82.74	11-215-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - SC	95.04	16-240-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - AP	126.45	04-180-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - Fire	315.97	01-140-5022
11/09/2021	98705	Sierra Propane	Propane Allocation - Parks	27.60	01-160-5022
11/09/2021	98706	Sunstate Technology Group	Computer Services- Admin Dec 2021	310.00	01-115-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- Finance Dec 2021	310.00	01-120-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- P&Z Dec 2021	155.00	01-125-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- PD Dec 2021	1,085.00	01-130-5036

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/09/2021	98706	Sunstate Technology Group	Computer Services- Fire Dec 2021	155.00	01-140-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- HC Dec 2021	310.00	01-150-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- HURF Dec 2021	620.00	02-170-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- AP Dec 2021	155.00	04-180-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- Water Dec 2021	77.50	10-210-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- Sewer Dec 2021	77.50	11-215-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- SC Dec 2021	155.00	22-270-5036
11/09/2021	98706	Sunstate Technology Group	Computer Services- SC Dec 2021	155.00	17-245-5036
11/09/2021	98706	Sunstate Technology Group	TOS - VoIP telephone- Admin Dec 2021	67.14	01-115-5016
11/09/2021	98706	Sunstate Technology Group	TOS - VoIP telephone- Finance Dec 2021	44.76	01-120-5016
11/09/2021	98706	Sunstate Technology Group	TOS - VoIP telephone- P&Z Dec 2021	22.38	01-125-5016
11/09/2021	98706	Sunstate Technology Group	TOS - VoIP telephone- PD Dec 2021	290.95	01-130-5016
11/09/2021	98706	Sunstate Technology Group	TOS - VoIP telephone- Fire Dec 2021	67.14	01-140-5016
11/09/2021	98706	Sunstate Technology Group	TOS - VoIP telephone- HC Dec 2021	44.76	01-150-5016
11/09/2021	98706	Sunstate Technology Group	TOS - VoIP telephone- Water Dec 2021	11.19	10-210-5016
11/09/2021	98706	Sunstate Technology Group	TOS - VoIP telephone- Sewer Dec 2021	11.19	11-215-5016
11/09/2021	98706	Sunstate Technology Group	TOS - VoIP telephone- SC Dec 2021	170.21	16-240-5016
11/09/2021	98707	Syntech	Pedestal Surge Panel PO#10195	278.00	04-180-5061
11/09/2021	98708	The Rigg Law Firm PLLC	Prosecution Fees - Oct 2021 PO#10403	1,530.00	01-106-5068
11/09/2021	98709	White Mountain Publishing LLC	Legal Publication x2- Fire Ordinance 2021-003	223.19	01-140-5019
11/09/2021	98709	White Mountain Publishing LLC	P&Z Marijuana Public Hearing 10/5/2021	62.51	01-125-5019
11/09/2021	98709	White Mountain Publishing LLC	P&Z 345 S Coccinino 10/19/2021	87.15	01-125-5019
11/09/2021	98709	White Mountain Publishing LLC	P&Z Public Hearing 345 S Coconino	87.15	01-125-5019
11/17/2021	98710	Aguero, Robin	Reimbursement of Dollar Tree Purchase PO#10404	80.82	16-240-5020
11/17/2021	98711	Apache County Youth Council	Youth Council Membership 7/21-6/22	250.00	01-130-5025
11/17/2021	98712	Ascent Aviation Group, Inc.	Jet A Fuel Nov 2021	23,691.38	04-180-5090
11/17/2021	98713	AZ Correctional Industries	1000 Written Warnings PO#9840	577.47	01-130-5019
11/17/2021	98714	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	59.25	01-160-5077
11/17/2021	98714	AZ Dept of Corrections	Inmate Labor - HURF	138.25	02-170-5077
11/17/2021	98714	AZ Dept of Corrections	Inmate Labor - Water	79.00	10-210-5077
11/17/2021	98714	AZ Dept of Corrections	Inmate Labor - Sewer	59.25	11-215-5077
11/17/2021	98714	AZ Dept of Corrections	Inmate Labor - Senior Center	59.25	22-270-5077
11/17/2021	98715	AZ Emergency Products	Equipment Outfit F-150 PO#9593	12,821.31	30-320-5071
11/17/2021	98716	AZE Electrical Contractors LLC	Deposit for ADA Door Replacement PO#9844	2,150.00	01-145-5062
11/17/2021	98717	Bashas	General Food PO#10248	21.36	15-235-5060
11/17/2021	98718	Brown & Brown Law Offices	Oct 2021 Water Adjudication PO#10453	3,235.49	10-210-5033
11/17/2021	98719	Colby & Powell, plc	FY 20-21 Annual Audit and Fiancial Statement Prep	3,550.00	01-120-5031
11/17/2021	98719	Colby & Powell, plc	FY 20-21 Annual Audit and Fiancial Statement Prep	3,500.00	02-170-5031
11/17/2021	98719	Colby & Powell, plc	FY 20-21 Annual Audit and Fiancial Statement Prep	3,200.00	04-180-5031
11/17/2021	98719	Colby & Powell, plc	FY 20-21 Annual Audit and Fiancial Statement Prep	2,000.00	10-210-5031
11/17/2021	98719	Colby & Powell, plc	FY 20-21 Annual Audit and Fiancial Statement Prep	2,000.00	11-215-5031
11/17/2021	98719	Colby & Powell, plc	FY 20-21 Annual Audit and Fiancial Statement Prep	3,250.00	16-240-5031

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/17/2021	98720	Frontier	2686 - Fire	150.23	01-140-5016
11/17/2021	98720	Frontier	2555 - Admin	91.19	01-115-5016
11/17/2021	98720	Frontier	2555 - Finance	20.73	01-120-5016
11/17/2021	98720	Frontier	2555 - Planning & Zoning	20.73	01-125-5016
11/17/2021	98720	Frontier	2555 - Police	165.80	01-130-5016
11/17/2021	98720	Frontier	2555 - Heritage Center	20.73	01-150-5016
11/17/2021	98720	Frontier	2555/5016 - HURF	98.42	02-170-5016
11/17/2021	98720	Frontier	2555 - Water	41.45	10-210-5016
11/17/2021	98720	Frontier	2555 - Sewer	33.16	11-215-5016
11/17/2021	98720	Frontier	5197/5746 - Airport	321.91	04-180-5016
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Admin	387.34	01-115-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Finance	25.54	01-120-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Planning & Zoning	17.03	01-125-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Police	373.25	01-130-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Animal Control	56.52	01-135-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Fire	94.18	01-140-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Heritage Center	351.21	01-150-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Mechanic Shop	167.96	01-155-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Parks & Cemetary	716.35	01-160-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - HURF	2,689.92	02-170-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Airport	1,134.34	04-180-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Water	3,962.07	10-210-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - Sewer	2,646.35	11-215-5021
11/17/2021	98721	Navopache Electric Co-Op	Electricity - ToE Senior Center	541.79	22-270-5021
11/17/2021	98722	Omega Industrial Supply Inc.	Constant Contact Pipe Wrench - partial order PO#9985	280.25	10-210-5073
11/17/2021	98722	Omega Industrial Supply Inc.	Mega Lift Grape - partial order PO#9985	410.70	11-215-5130
11/17/2021	98722	Omega Industrial Supply Inc.	Large Index-Tend Pry Bar - partial order PO#9985	131.62	11-215-5073
11/17/2021	98722	Omega Industrial Supply Inc.	Auto Adjust Pliers - partial order PO#9985	125.29	02-170-5073
11/17/2021	98723	Quill	Ink Refill Pad PO# 10402	8.69	01-120-5009
11/17/2021	98723	Quill	Check Endorsment Stamp PO#10402	38.07	01-120-5009
11/17/2021	98724	Shamrock Foods Co	Test Strips PO#10252	4.95	14-230-5089
11/17/2021	98724	Shamrock Foods Co	General Food PO#10252	714.09	14-230-5060
11/17/2021	98724	Shamrock Foods Co	General Food PO#10405	835.31	19-255-5060
11/17/2021	98725	The Sweat Shop	Name plates - C. Collopy	21.82	01-115-5057
11/17/2021	98726	Verizon Wireless	Airport Cell Phone	91.96	04-180-5016
11/17/2021	98726	Verizon Wireless	Water Cell Phone	61.82	10-210-5016
11/17/2021	98726	Verizon Wireless	Sewer Cell Phone	61.82	11-215-5016
11/17/2021	98726	Verizon Wireless	Senior Center Cell Phone	72.60	42-365-5016
11/17/2021	98727	WMRMC	Med Clearance- Tsinajinie	75.00	01-130-5134
11/17/2021	98728	Xerox Corporation	WC7328 Billable prints and copies Oct 2021	26.62	01-130-5019
11/23/2021	98730	Aflac	Nov 2021 UY855	173.22	01-000-2024
11/23/2021	98731	Aimav LLC	Annual Buisness Listing for Airport Dec 2021 - Dec 2022	181.00	04-180-5025

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/23/2021	98732	Devin Brown	Legal Prosecution Fees Nov 2021	195.00	01-106-5068
11/23/2021	98733	Hatch Construction and Paving	Hot Mix work for South Mountain Repair	395.23	02-170-5080
11/23/2021	98734	LegalShield	Prepaid Legal Nov21	42.85	01-000-2019
11/23/2021	98735	NBA Bank Card Center	KM - Indeed Posting P&Z PO#10463	80.95	01-125-5019
11/23/2021	98735	NBA Bank Card Center	DM - Freezer Chest for Kennels PO#9841	932.04	01-135-5061
11/23/2021	98735	NBA Bank Card Center	DM- AACOP Conference Aqu. Hotel PO#9839	247.52	01-130-5017
11/23/2021	98735	NBA Bank Card Center	DM - AACOP Registration PO#9837	135.00	01-130-5017
11/23/2021	98735	NBA Bank Card Center	RA- Amazon Purchase - Storage Cabinets PO#10242	950.25	55-430-5058
11/23/2021	98735	NBA Bank Card Center	RA - Dollar Tree Halloween Items PO#10245	51.28	03-175-5030
11/23/2021	98735	NBA Bank Card Center	RA - Edgewater Resort Senior Laughlin Trip PO#10253	940.72	16-240-5017
11/23/2021	98735	NBA Bank Card Center	CC - Fuel PO#10295	13.81	01-115-5011
11/23/2021	98735	NBA Bank Card Center	CC - Fire Chief Lunch PO#10295	50.49	01-115-5017
11/23/2021	98735	NBA Bank Card Center	ToS - Small Tools for Train PO#9982	498.76	01-160-5064
11/23/2021	98735	NBA Bank Card Center	ToS - Small Tools for Train PO#9982	92.75	01-160-5073
11/23/2021	98735	NBA Bank Card Center	ToS - Small Tools for Train PO#9982	92.75	02-170-5073
11/23/2021	98735	NBA Bank Card Center	ToS - Small Tools for Train PO#9982	92.76	10-210-5073
11/23/2021	98735	NBA Bank Card Center	ToS - Small Tools for Train PO#9982	92.76	11-215-5073
11/23/2021	98735	NBA Bank Card Center	TR - Clutch for Train PO#9991	113.06	01-160-5064
11/23/2021	98735	NBA Bank Card Center	CCO - Urinal Filters PO#9843	178.92	01-145-5062
11/23/2021	98735	NBA Bank Card Center	SS - USPS Stamps x100 PO#10268	58.00	01-150-5010
11/23/2021	98735	NBA Bank Card Center	SK - YouTube TV Oct pymt PO#10199	68.95	04-180-5025
11/23/2021	98735	NBA Bank Card Center	SK - Safeway Cookies/Water PO#10197	27.75	04-180-5030
11/23/2021	98736	Occupational Safety Services	UA DOT Test R. Pena PO#10457	246.00	02-170-5134
11/23/2021	98737	Terry Shove	Event Trailer (Chairs) Deposit Refund - Shove, Terry PO#10461	50.00	01-000-2027
11/23/2021	98738	Pinckard, Sharon	October and November Prem. Bene. Reim.PO#10462	300.00	01-000-2017
11/23/2021	98739	Pitney-Bowes Purchase Power	Postage Nov Finance	59.27	01-120-5010
11/23/2021	98739	Pitney-Bowes Purchase Power	Postage Nov Sewer	135.92	11-215-5010
11/23/2021	98739	Pitney-Bowes Purchase Power	Postage Nov Water	137.38	10-210-5010
11/23/2021	98739	Pitney-Bowes Purchase Power	Postage Nov AP	10.01	04-180-5010
11/23/2021	98739	Pitney-Bowes Purchase Power	Postage Nov SC	2.12	03-175-5010
11/23/2021	98739	Pitney-Bowes Purchase Power	Postage Nov PD	7.30	01-130-5010
11/23/2021	98740	San Diego Police Equipment Co. Inc	Ammo 9mm PO#9849	378.36	01-130-5042
11/23/2021	98741	Town of Eagar	1/2 NPC Electric Nov PO10456	110.76	01-115-5048
11/23/2021	98742	Treasure Chest Books	Books for resale in Heritage Center PO#10273	184.18	01-150-5076
11/23/2021	98742	Treasure Chest Books	Books for resale in Heritage Center PO#10273	46.27	01-150-5076
11/23/2021	98743	Daniel Maldonado	Sewer Deposit Refund -D. Maldonado PO# 10458	1.01	11-000-2025
12/01/2021	98744	Albertsons / Safeway	General Food PO#10249	72.91	15-235-5060
12/01/2021	98744	Albertsons / Safeway	General Food PO#10251	30.72	20-260-5060
12/01/2021	98744	Albertsons / Safeway	General Food PO#10406	27.52	19-255-5060
12/01/2021	98744	Albertsons / Safeway	General Food PO#10406	60.07	19-255-5060
12/01/2021	98744	Albertsons / Safeway	General Food PO#10407	10.33	19-255-5060
12/01/2021	98744	Albertsons / Safeway	General Food PO#10407	100.60	19-255-5060

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
12/01/2021	98744	Albertsons / Safeway	General Food PO#10409	16.01	19-255-5060
12/01/2021	98744	Albertsons / Safeway	General Food PO#10409	15.98	19-255-5060
12/01/2021	98745	Apache Co Board of Supervisor	Monthly Payment December 2021	3,356.25	01-110-5056
12/01/2021	98746	Ascent Aviation Group, Inc.	Equipment Rental - Dec 2021	350.00	04-180-5023
12/01/2021	98747	AZ Correctional Industries	2 Part PO's 2000 PO#10450	324.07	01-120-5019
12/01/2021	98748	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	49.50	01-160-5077
12/01/2021	98748	AZ Dept of Corrections	Inmate Labor - HURF	115.50	02-170-5077
12/01/2021	98748	AZ Dept of Corrections	Inmate Labor - Water	66.00	10-210-5077
12/01/2021	98748	AZ Dept of Corrections	Inmate Labor - Sewer	49.50	11-215-5077
12/01/2021	98748	AZ Dept of Corrections	Inmate Labor - Senior Center	49.50	22-270-5077
12/01/2021	98749	Beard Brothers Auto Glass	Window Tinting on PD Ford F150 PO#10425	118.20	30-320-5071
12/01/2021	98750	Frontier	3483 - Fire	85.98	01-140-5016
12/01/2021	98751	GreatAmerica Financial Svcs	SC Lanier Lease Principle 015-1449186-000	106.83	16-240-5093
12/01/2021	98751	GreatAmerica Financial Svcs	SC Lanier lease interest 015-1449186-000	9.72	16-240-5094
12/01/2021	98751	GreatAmerica Financial Svcs	TH Lanier Lease Principal 015-1446074-000	375.17	01-115-5093
12/01/2021	98751	GreatAmerica Financial Svcs	TH Lanier Lease Interest 015-1446074-000	34.15	01-115-5094
12/01/2021	98751	GreatAmerica Financial Svcs	Color Copies - Admin	2.24	01-115-5019
12/01/2021	98751	GreatAmerica Financial Svcs	Color Copies - Finance	1.64	01-120-5019
12/01/2021	98751	GreatAmerica Financial Svcs	Color Copies - Heritage	2.24	01-150-5019
12/01/2021	98751	GreatAmerica Financial Svcs	Color Copies - P&Z	1.01	01-125-5019
12/01/2021	98752	Pitney Bowes Global Financial	Lease Principal - Contract#0040852597	199.80	01-115-5093
12/01/2021	98752	Pitney Bowes Global Financial	Lease Interest - Contract#0040852597	18.18	01-115-5094
12/01/2021	98753	Quill	Mr Clean x3 backorder from Quill Order PO#10292	48.93	01-160-5059
12/01/2021	98754	Shamrock Foods Co	General Food PO#10410	510.56	19-255-5060
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - Admin	64.80	01-115-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - Finance	47.81	01-120-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - P&Z	10.18	01-125-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - PD	179.45	01-130-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - AC	11.66	01-135-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - Fire	29.48	01-140-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - HC	21.55	01-150-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - Mech Shop	7.73	01-155-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - Parks	12.12	01-160-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - HURF	68.34	02-170-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - SC	29.16	03-175-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - AP	32.40	04-180-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - Water	66.68	10-210-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - Sewer	61.03	11-215-5004
12/01/2021	98755	Standard Insurance Co, RA	00 156419 0003 Dec 21 - UofA SNAP Grant	25.70	55-430-5004
12/01/2021	98756	Sunstate Technology Group	LiteBeam Antenna Equipment Purchase - SC	738.06	16-240-5064
12/01/2021	98757	TOS Municipal Property	Public Safety Building USDA Payment Dec 2021	1,678.60	01-100-5988
12/01/2021	98757	TOS Municipal Property	Fire Engine loan payment to USDA Dec 2021	1,933.80	01-100-5988

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
12/01/2021	98758	Valley Imaging Solutions	Senior Center Machine - Contract	31.62	16-240-5061
12/01/2021	98759	Verizon Wireless	Airport Cell Phone Nov Statement	48.78	04-180-5016
12/01/2021	98759	Verizon Wireless	Senior Center Cell Phone Nov Statement	38.68	42-365-5016
12/01/2021	98759	Verizon Wireless	Sewer Cell Phone Nov Statement	28.29	11-215-5016
12/01/2021	98759	Verizon Wireless	Water Cell Phone Nov Statement	28.29	10-210-5016
Grand Totals:				<u>154,737.21</u>	

Summary by General Ledger Account Number

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen-Zoning Administrator
DATE: 12/7/2021
SUBJECT: Application for Reversion to Acreage and Land Split

SUGGESTED MOTIONS:

First Motion:

I move we approve the Application for Reversion to Acreage for Parcels #105-22-054A, 105-22-056, 105-22-057, 105-22-058, 105-22-059, 105-22-060, 105-22-061, and 105-22-062 as long as all of these parcel owners have agreed.

Second Motion:

I move we approve the Land Split of the reverted acreage into three parcels.

STAFF REPORT

The Planning and Zoning Department received an Application for Reversion to Acreage and Land Split on July 22, 2021 from Anthony and Jennifer Harris. The application was requesting to revert the eight parcels to acreage and subsequently convert the reverted acreage into three parcels. All parcels are located in the area of 1203 East Main Street.

The Planning and Zoning Commission held a Public Hearing regarding this matter on November 9, 2021, there was no opposition regarding this matter. The Commission first unanimously voted to approve the reversion to acreage; and in a second motion unanimously voted to approve splitting the reverted acreage into three parcels. It is the recommendation of the Planning and Zoning Commission to the Town Council to approve this Application for Reversion to Acreage and Land Split.

**TOWN OF SPRINGERVILLE PLANNING AND ZONING COMMISSION
MEETING MINUTES**

November 9, 2021, at 3:00 PM

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

Attendees: Chairman-Don Scott, Vice Chairwoman-Terry Shove, Commissioner-Trinity Raymer, Commissioner-Will Sands, Chris Collopy-Town Manager, Stormy Palmer-Administrative Assistant

1. **CALL MEETING TO ORDER:** Chairman Don Scott called the meeting to order at 3:00 PM.
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** Administrative Assistant Stormy Palmer completed a roll call: Chairman Don Scott-Present, Vice Chairwoman Terry Shove-Present, Commissioner Theresa Becker-Present, Commissioner Trinity Raymer-Present, Commissioner Will Sands-Present. A quorum is present.
4. **CONSENT ITEMS:** Vice Chairwoman Shove motioned to approve minutes from the October 12, 2021 regular meeting, and October 27, 2021 special meeting; Commissioner Raymer seconded. Chairman Scott asked for any discussion, none was needed. Commissioner Scott called for the vote; motion passed unanimously 5-0.
5. **PUBLIC PARTICIPATION:** None
6. **PUBLIC HEARING:** Vice Chairwoman Shove motioned that the Commission go into a Public Hearing regarding item a; Commissioner Raymer seconded. Chairman Scott called for the vote; motion was approved unanimously, 5-0. Public Hearing was conducted as follows
 - a. **Application for Reversion of Acreage for properties near 1203 East Main Street (Parcels #105-22-054A, 105-22-056, 105-22-057, 105-22-058, 105-22-059, 105-22-060, 105-22-061, and 105-22-062).** Application is also requesting a land split to convert the reverted acreage into three parcels: Ms. Amber Nelson was available on behalf of the applicant (Anthony & Jen Harris). Ms. Nelson explained that the previous owner had intended to utilize the properties as condos with individual owners, and that is why property was split into eight parcels. She also stated that the current owners are looking to sell the properties, and wanting to have this all "cleaned up" for this reason. Ms. Nelson also helped to explain where all the current parcel lines are, and what the proposed parcel lines will be, to the Commission. Mr. Collopy stated that he has spoken at length with the surveyor about this matter and that he and the surveyor agree that the reversion to acreage and then the land split would be the best way to fix the issues.

Chairman Scott inquired if there was any further discussion on the item for Public Hearing, no other speakers came forward. Vice Chairwoman Shove motioned to close the Public Hearing and return to Public Meeting, Commissioner Raymer seconded. Chairman Scott called for the vote; motion passed unanimously 5-0. The Public Hearing portion was closed and the regular Public Meeting reopened.
7. **ZONING ADMINISTRATORS REPORT:** In Mr. Rasmussen's absence, Administrative Assistant Stormy Palmer gave a brief report. Ms. Palmer advised the Commission of the upcoming Town Council Work Session on November 17, 2021 at 5:15 P.M. She notified the Commission that the proposed marijuana ordinance that was not recommended by the Commission was on this agenda, and that Commission members were encouraged to attend. She did let them know that

if they were unable to attend, but wanted their comments or concerns on the matter heard, those comments could be submitted in writing. The majority of the Commission stated that they would be attending the session in person. Discussion was also held regarding Ms. Palmer attending as well in Mr. Rasmussen's absence. Mr. Collopy also advised the Commission that the item was also on the regular Town Council Agenda for that same evening.

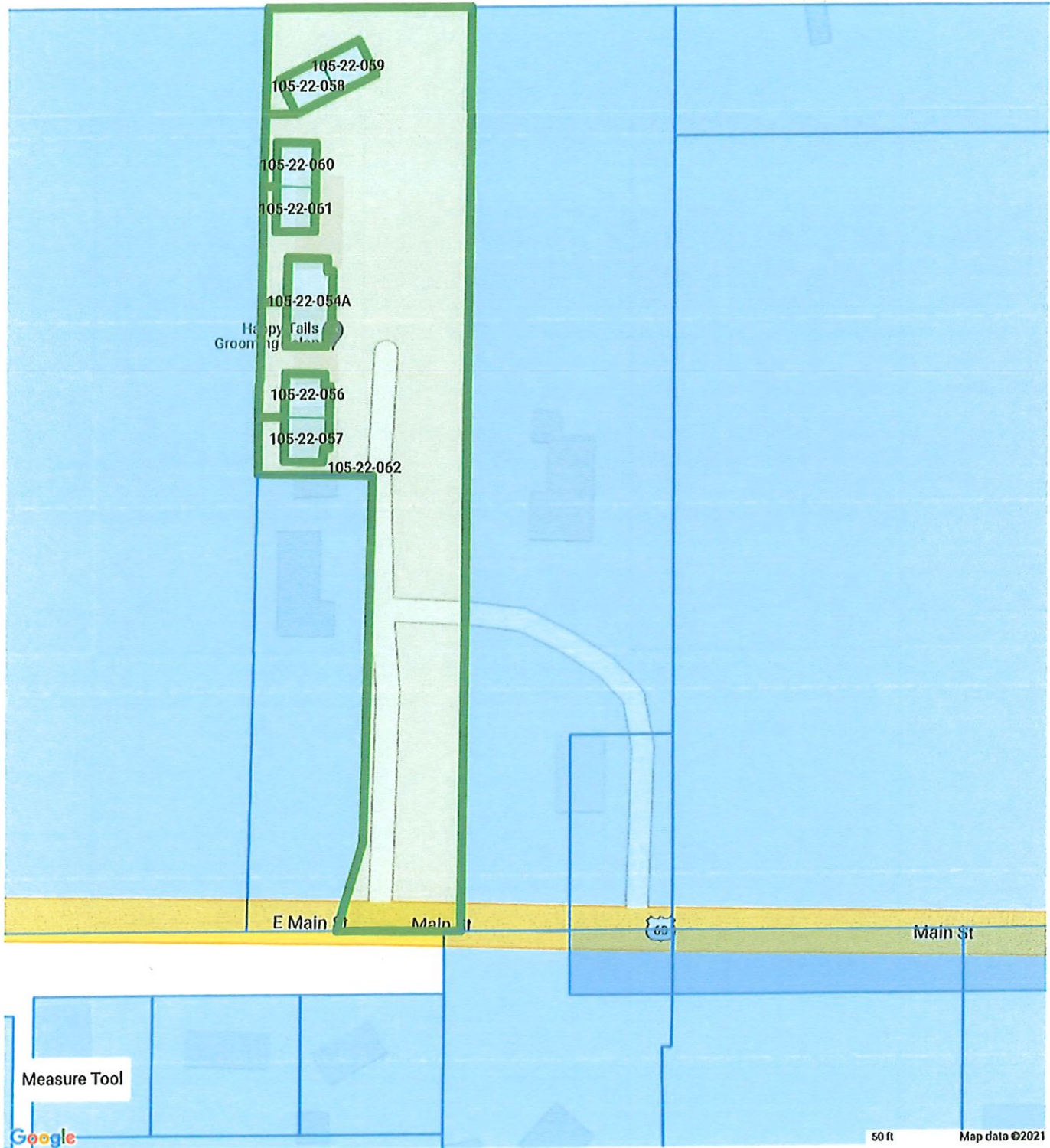
8. **LIAISON REPORT:** Council Liaison Burk was not in attendance; therefore, no liaison report was given.

OLD BUSINESS

9. NONE

NEW BUSINESS

10. Chairman Scott introduced the item: Application for Reversion of Acreage for properties near 1203 East Main Street (Parcels #105-22-054A, 105-22-056, 105-22-057, 105-22-058, 105-22-059, 105-22-060, 105-22-061, and 105-22-062). Application is also requesting a land split to convert the reverted acreage into three parcels. Vice Chairwoman Shove motioned to first revert the parcels to acreage; Commissioner Raymer seconded. Chairman Scott inquired about discussion; none was held. Commissioner Scott called for the vote; motion was passed unanimously 5-0. Vice Chairwoman then motioned to convert the reverted acreage into three parcels; Commissioner Raymer seconded. Chairman Scott inquired about discussion; none was held. Chairman Scott called for the vote; motion was passed unanimously 5-0.
11. **ADJOURNMENT:** Vice Chairwoman Shove motioned to adjourn the meeting; Commissioner Becker seconded. Chairman Scott called for the vote; motioned carried unanimously 5-0, meeting was adjourned at 3:25 PM.



CURRENT PARCEL LINES

Town of Springerville Community Development
418 E. Main St. • Springerville, AZ 85938
928-333-2858 FAX 928-333-8588

**Town of Springerville
Land Split/Recombination/Amendments/Reversions
Application**

Name of applicant(s) _____

Mailing address _____

Telephone number(s) _____

Name of property owner(s) (if different) Anthony & Smelter Hawkins

P.O. Box 961 Springerville AZ 85938

Mailing address 602 999 1220

Telephone number _____

Signature of applicant(s) Kevin H. Hawkins

Date 1-22-21

Signature of owner(s) (if different) [Signature]

Date 7/22/21

105-22-062 61, 49, 59, 58

Parcel number to be split _____

Property address E. Hwy 190 / Main

Zoning classification E1

Lot size 1.2 ac +/-

Nature of request: (Note: Separate application required for request for the following):

Land Split Recombination

Amended Reversion

Revert Cows Pld

and Split into

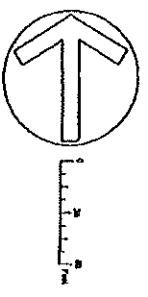
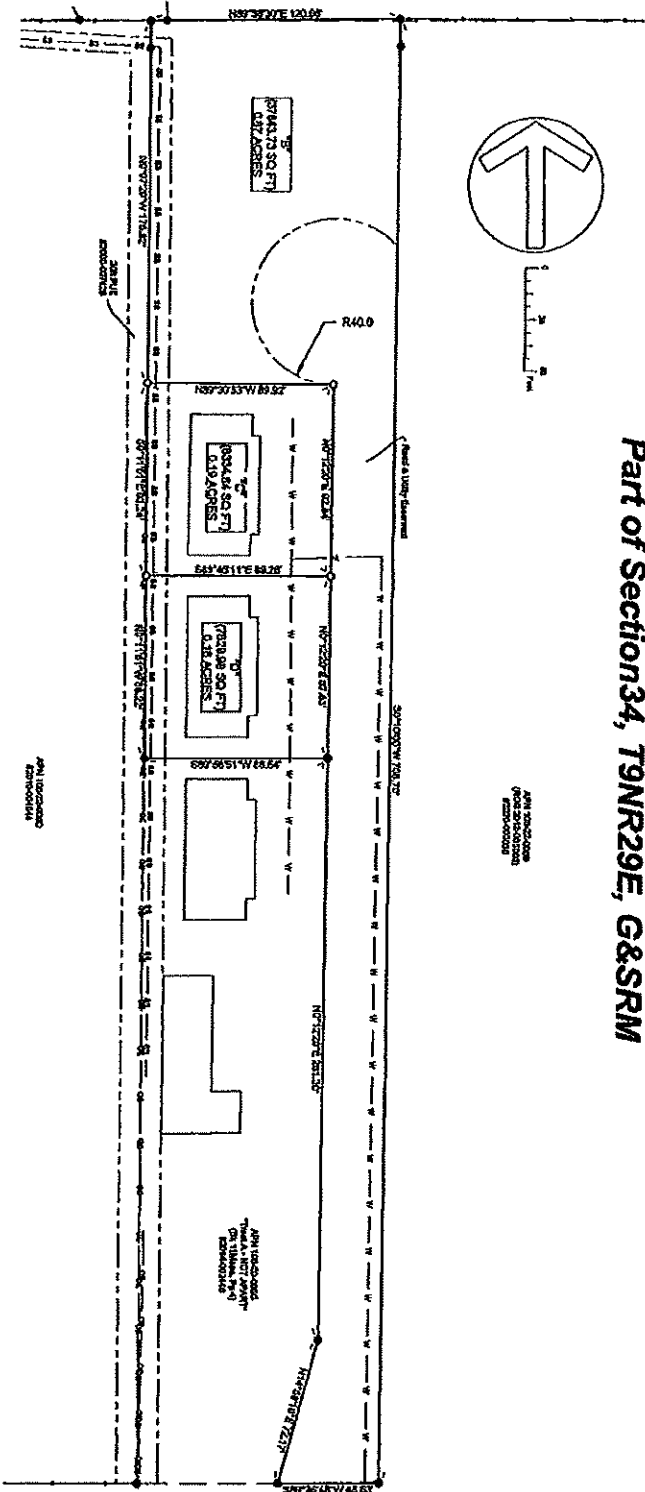
3 parcels.

Existing access and utility easements (attach recorded assessment documents, legal descriptions and maps)

Fee: \$75.00 10-320-250
Received by: KP
Date: 9/3/2021

Approved: Y N
Date: _____

Reversion to Acreage Mesa Vista Fourplexes & Mesa Vista Condominiums (Book 11 of Maps, Page 4) Part of Section 34, T9NR29E, G&SRM



AREA 10000000
2000000000

AREA 10000000
2000000000

FIELD NOTES - TRACT B
Field notes were taken on the ground by the Surveyor on the 29th day of April, 1914, and the same were reduced to a true meridian and corrected for the curvature of the earth and for the refraction of the atmosphere. The bearings were taken by the magnetic needle and the distances were measured by the steel tape. The bearings were taken at the following places: N 17° 22' 00\"/>

FIELD NOTES - TRACT C
Field notes were taken on the ground by the Surveyor on the 29th day of April, 1914, and the same were reduced to a true meridian and corrected for the curvature of the earth and for the refraction of the atmosphere. The bearings were taken by the magnetic needle and the distances were measured by the steel tape. The bearings were taken at the following places: N 17° 22' 00\"/>

ENDORSEMENTS
Town of Springville Planning and Zoning Commission Approval: _____
Chairman Planning and Zoning Commission: _____
Town of Springville Town Council Approval: _____
Mayor, Town of Springville: _____
Attest: _____
Clerk, Town of Springville: _____

RECORD OF SURVEY
RETRACTMENT SURVEY & PARTITION OF A PART OF
S24, T9NR29E, G&SRM,
APACHE COUNTY, ARIZONA

INDEXING INFORMATION
INDEXED BY: _____
DATE INDEXED: _____
INDEXED BY: _____
DATE INDEXED: _____

LEGEND
PROPERTY BOUNDARY
ADJACENT BOUNDARY
BARRIERS
EASEMENTS
RIGHTS OF WAY
ELECTRIC LINES
TELEPHONE LINES
WATER LINES
DRAINAGE
COURT HOUSE
CITY HALL
COUNTY OFFICE
SCHOOL HOUSE
CHURCH
CEMETERY
MILL
OTHER

DATE OF SURVEY
APRIL 29, 1914

DATE OF RECORDING
MAY 10, 1914

RECORDING INFORMATION
RECORDED BY: _____
DATE RECORDED: _____

SURVEYOR OF RECORD
JAMES H. HARRIS
JAMES H. HARRIS SURVEYING & ENGINEERING COMPANY
P.O. BOX 100
TULSA, OKLAHOMA

APPROVED BY:
TOWN OF SPRINGVILLE PLANNING AND ZONING COMMISSION
TOWN OF SPRINGVILLE TOWN COUNCIL

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Chris Collopy, Town Manager
DATE: December 7, 2021
SUBJECT: Development Agreement with Finco Investments LLC for the new RV park at 247 W Main St

SUGGESTED MOTIONS:

I move we approve the Development Agreement with Finco Investments to help with the housing shortage within the Town of Springerville.

I move we do not approve the Development Agreement with Finco Investments.

I move we table the item or you may take no action.

STAFF REPORT

Mayor and Council,

Tim had been working with Mr. Wade Finch, of Finco Investments LLC, for months in order to make the RV park happen. After Mr. Finch purchased the property, it was discovered that the existing sewer tap serving the property had been compromised on the Springerville side of the sewer system.

It was also discovered that two additional properties were tied into the same compromised section of the Springerville system.

Plans were made to make the repairs to the Springerville system, however, it was discovered that by making these changes, the RV park would require a very expensive pumping system in order to get the sewage into the Springerville system. The cost of pumping system comes very close to the fees required by Springerville for taps, fees and permitting.

The added revenues generated from the RV park will benefit the Town, along with helping with the housing shortage, is more of a benefit to the Town, over not being able to have the RV park.

Staff recommends we exchange the fees to the Town for the future benefit that the RV park will bring.

When recorded return to:
Town Attorney
Town of Springerville
418 E. Main St.
Springerville, AZ 85938

DEVELOPMENT AGREEMENT FOR CONDITIONS, TERMS, RESTRICTIONS AND REQUIREMENTS FOR PUBLIC INFRASTRUCTURE FOR RV PARK

This Development Agreement (the "Agreement") is made and entered into as of this day of 2021, by and between the Town of Springerville, an Arizona municipal corporation ("Town"), and Finco Investments LLC("Developer"). Developer and the Town are sometimes referred to collectively in the Agreement as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Developer is a private developer that owns property generally located at 247 West Main Street, Springerville, Arizona 85938 ("Property") which is within the incorporated boundaries of the Town, which property is legally described on Exhibit "A" incorporated by this express reference; and,

WHEREAS, Developer wishes to develop the Property as an RV Park, which use will require improvements to be performed by the Town to the water and/or wastewater infrastructure on and near the Property; and,

WHEREAS, the Town has determined that an RV Park is a desired addition to the Town due to a current shortage of housing and anticipated revenues from the rental of RV spaces; and,

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the Town to enter into development agreements with a landowner that specifies conditions, terms, restrictions and requirements for public infrastructure and the financing of, and/or payment for, public infrastructure; and,

WHEREAS, the Town has identified that the current wastewater lines servicing the Property are not properly connected to a municipal wastewater system; and,

WHEREAS, Developer has agreed to construct a pumping system to address elevation changes for the wastewater infrastructure to and away from the Property; and,

WHEREAS, in consideration of the pumping system to be built by Developer, the Town will waive all water and wastewater hookup fees for this development, install a wastewater line from the Property to the Springerville sewer system, and supply the Property with a 2" water meter at an approximate value of \$3,000 including labor cost ("In-Lieu Fee") which Fee is to be paid in full to the Town upon demand if Developer fails to fully perform the duties and obligations required pursuant to this Agreement; and,

WHEREAS, in order to accomplish all these goals, the Parties wish to enter into this Agreement. NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the Town and Developer agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals above are incorporated and made a part of this Agreement.
2. Permitted Use of the Property. The Property subject to this Development Agreement shall be an RV Park. Developer shall operate an RV Park, or cause an RV Park to be operated, on a fee basis for a minimum period of ten (10) years on the Property, commencing no later than one (1) year from the date of completion of the improvements. A failure to comply with this provision may result in a demand for payment of the Fee outlined above.
3. Improvements. The Developer will manage the construction of the improvements in the following manner:
 - (a) Scope of Work. The Developer will design, construct, or cause to be constructed a vault system with pumps to move sewage to the Town of Springerville's sewer system, listed and further described in Exhibit B to this Agreement, incorporated by this express reference.
 - (b) Design, Bidding, Construction and Dedication. The Improvements will be designed, bid, and constructed in accordance with applicable laws, including without limitation all laws, rules, codes, ordinances and standards of the Town, as well as state and federal laws.
 - (c) Density of Use. 35 RV units will be the density and intensity of the Park, with sizes of RV units to be at the discretion of the Developer. The Development is further described in Exhibit C.
 - (d) Improvement Construction Documents and Permits. Construction documents for the Improvements shall be funded by the Developer and shall be prepared under the direction of and approved by the Town. The infrastructure plans shall be consistent with all applicable ordinances, resolutions, regulations, guidelines, standards, adopted by the Town that are in effect when the permits for the Improvements are issued.
4. Time for Completion. The Developer will have one (1) year to complete all necessary improvements on the Property to the Town's satisfaction.
5. Limitation of Scope of Agreement. This Agreement is solely for the purposes listed in this Agreement. Developer is responsible for all work and/or payment of all other fees and costs associated with the development of the Property. Developer acknowledges and agrees that the scope of the Town's work is limited to installation of the pipe; the repair, maintenance and/or replacement of all Property components and infrastructure, including the pipe to/from the Springerville system, are and remain the responsibility of the Developer.

6. Amendment of the Agreement. This Agreement may be amended or canceled, in whole or in part, only by a written agreement or amendment approved by the Town and fully executed by the Parties.

7. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. Nothing contained in this Agreement shall be construed to make any non-party to this Agreement a third-party beneficiary of this Agreement.

8. Assignment. Developer may not assign its rights and/or obligations under this Agreement. Notwithstanding this provision, Developer has the right to assign and/or transfer his rights and obligations under this Agreement to any business entity, company or affiliate that is directly or indirectly owned or controlled by Developer.

9. Notices. Any notices required or permitted to be given pursuant to this Agreement may be delivered in person or mailed, certified mail, return receipt requested to the following addresses:

To Town:
Town of Springerville
Attention: Town Manager
418 E. Main St.
Springerville, AZ 85938

With copy to:
Town of Springerville
Attention: Town Attorney
418 E. Main St.
Springerville, AZ 85938

To Developer:
Finco Investments LLC

[REDACTED]
[REDACTED]
[REDACTED]

10. Governing Law and Venue. This Agreement is governed by the laws of the State of Arizona. Any action arising from this Agreement, which includes by way of example, but not limitation, any action to enforce or interpret any provision of this Agreement, shall be commenced and maintained in a court of competent jurisdiction located within Apache County, Arizona. Developer agrees to defend and indemnify the Town from and against any damages or liabilities arising from or out of this Agreement.

11. Conflict of Interest. Developer acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on the Town's behalf is also an employee, agent or consultant of any other Party to this Agreement.

12. Miscellaneous. This Agreement shall be interpreted, applied, and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either Party, as both Parties have been involved in the drafting of its provisions. This Agreement constitutes the entire agreement of the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings, and agreements concerning such matters. No provision of this Agreement may be waived or modified except by a written amendment approved by the Town and executed by the Parties. All persons signing this Agreement warrant that they have the legal authority to bind the respective party to this Agreement.

13. Severability. If any phrases, clause, sentence, paragraph, section, article or other portion of this Agreement becomes illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

14. Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term. The term of this Agreement shall commence upon the date the last Party signs this Agreement and shall end at the earlier of (a) three (3) years from the Effective Date; or (b) the date the Agreement is terminated in a writing signed by the Parties or by an order of a court of competent jurisdiction.

16. Lender Consent. No Party shall encumber or take any action to cause its respective property to be encumbered with a lien or encumbrance superior or prior to the terms, covenants and provisions of this Agreement. If, at the present, or at any other time or times, all or any part of the respective properties of the Parties is or becomes encumbered by a lien or encumbrance superior or prior to the terms, covenants and provisions of this Agreement, then such Party, its successors or assigns, shall either obtain an appropriate consent and subordination from the lienholder or take such action as may be necessary to remove and discharge such prior lien or encumbrance. Without limiting the generality of the foregoing, each Party shall timely pay any and all real property taxes and assessments levied against or allocable to its respective property.

[SIGNATURES ON FOLLOWING PAGE)

IN WITNESS HEREOF, the Parties have caused this Agreement to be duly executed as follows:

TOWN OF SPRINGERVILLE, ARIZONA,
an Arizona municipal corporation

By: _____
Chris Collopy, Town Manager

ATTEST:

Kelsi Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Tosca Henry, Esq., Town Attorney

Finco Investments LLC

By: _____
Wade Finch
Title: _____

STATE OF ARIZONA)
) §§
County of _____)

This instrument was acknowledged before me this _____ day of December, 2021, by WADE FINCH. In witness whereof, I set my hand and official seal.

Notary Public

Notary Seal

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Chris Collopy, Town Manager
DATE: December 7, 2021
SUBJECT: Offer of Employment with Michael Larisch to be the Town of Springerville's Community Development Director.

SUGGESTED MOTIONS:

I move we approve the offer of employment with Mr. Larisch to be our Community Development Director.

I move we do not approve the offer of employment.

I move we table the item or you may take no action.

STAFF REPORT

Mayor and Council,

Staff along with Councilwoman Reidhead conducted interviews for the Community Development Director position. We interviewed some good candidates including a current staff member.

The one candidate stood out from the rest, bringing years of direct experience in Community Development.

At this time, Town Code Section 17.20.010 states that this position is filled by action from Council. This is the reason that this item is on the agenda.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Christopher Collopy, Town Manager
DATE: 12/14/2021
SUBJECT: American Tower Lease Amendment

SUGGESTED MOTIONS:

I move we do not accept the amendment to the current lease agreement with American Tower.

STAFF REPORT

Mayor and Council,

American Tower has a current lease with the Town for use of Town property for their cell tower. American Tower has asked Council to accept an amendment to the current lease that would lower the amount that they would pay, along with some other stipulations that were not favorable for the Town of Springerville. Tosca can provide more information.

THE SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This Second Amendment to Option and Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Town of Springerville**, an Arizona municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease Agreement dated June 6, 2013 (the "**Original Lease**") as amended by that certain First Amendment to Option and Lease Agreement dated March 21, 2018 (the "**First Amendment**") (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Memorandum of Lease.** The Landlord hereby agrees to execute and return to Tenant an original recordable Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
2. **Rent and Escalation.** Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to **Nine Hundred and No/100 Dollars (\$900.00)** per month (the "**Rent**"). Commencing on December 1, 2022, and on each successive annual anniversary thereof, Rent due under the Lease, as amended hereby, shall increase by an amount equal to **two percent (2%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **TOWN OF SPRINGERVILLE AZ**. The escalations in this Section shall be the

only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Non-Compete.** During the original term and any renewal term of the Lease, as amended hereby, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
5. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 15 of the Original Lease and Section 5 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or

other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Confidentiality.** Parties acknowledge and agree that Section 7 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to confidentiality shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the

execution and delivery of this Amendment.

8. **Notices.** The Parties acknowledge and agree that Section 22 of the Original Lease and Section 8 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 418 East Main Street, Springerville, AZ 85938-5220; To Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Governing Law.** The Parties acknowledge and agree that Section 20 of the Original Lease and Section 10 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** The Parties acknowledge and agree that Section 11 of the Original Lease and Section 11 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** The Parties acknowledge and agree that Section 12 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgage**") of its rights to exercise its remedies, including without limitation

foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a “**Holder**”) as “Tenant” hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. **Taxes.** The Parties acknowledge and agree that Section 7 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the “**Applicable Taxes**”) directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
14. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

Town of Springerville,
an Arizona municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER, A FOUND RAILROAD SPIKE, OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 11 MINUTES 22 SECONDS WEST ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 33, A DISTANCE OF 3221.02 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 38 SECONDS EAST A DISTANCE OF 16.00 FEET TO THE SOUTHWESTERLY R.O.W. LINE OF MAIN STREET, TO A 5/8 INCH REBAR WITH ALUMINUM CAP, L.S. 16265, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 20 MINUTES 06 SECONDS EAST A DISTANCE OF 149.51 FEET TO A CHAIN LINK FENCE CORNER; THENCE NORTH 89 DEGREES 13 MINUTES 30 SECONDS EAST A DISTANCE OF 200.72 FEET TO A CHAIN LINK FENCE CORNER; THENCE SOUTH 00 DEGREES 36 MINUTES 10 SECONDS EAST A DISTANCE OF 349.39 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP, L.S. 16265; THENCE SOUTH 89 DEGREES 56 MINUTES 09 SECONDS WEST A DISTANCE OF 762.17 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP, L.S. 16165; THENCE NORTH 00 DEGREES 04 MINUTES 43 SECONDS EAST A DISTANCE OF 257.95 FEET TO A CHAIN LINK FENCE CORNER; THENCE SOUTH 85 DEGREES 23 MINUTES 53 SECONDS EAST A DISTANCE OF 243.96 FEET TO A CORNER OF A BLOCK WALL; THENCE NORTH 00 DEGREES 58 MINUTES 52 SECONDS EAST ALONG THE EDGE OF AN EXISTING BLOCK WALL A DISTANCE OF 287.26 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP, L.S. 16165; THENCE SOUTH 85 DEGREES 48 MINUTES 11 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 25.18 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP, L.S. 16165; THENCE ALONG A CURVE TO THE LEFT AND ALONG SAID SOUTHWESTERLY R.O.W. LINE, HAVING A CENTRAL ANGLE OF 3 DEGREES 58 MINUTES 24 SECONDS AND A RADIUS OF 2343.35 FEET, A DISTANCE OF 162.50 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP L.S. 16165; THENCE SOUTH 89 DEGREES 46 MINUTES 35 SECONDS EAST ALONG SAID SOUTHWESTERLY R.O.W. LINE A DISTANCE OF 121.35 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of; (i) the land area conveyed to Tenant in the Lease, (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel or (iii) the legal description or depiction below (if any).

A PARCEL OF LAND SITUATED WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED DATED JANUARY 23, 1998 AND RECORDED ON JANUARY 29, 1998 IN BOOK 888 PAGE 255, OFFICIAL RECORDS OF APACHE COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 888 PAGE 255, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND BEARS NORTH 89°57'05" EAST A DISTANCE OF 762.17 FEET; THENCE NORTH 89°57'05" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, 6.00 FEET; THENCE NORTH 00°05'39" EAST, 197.75 FEET; THENCE NORTH 90°00'00" EAST, 44.00 FEET; THENCE NORTH 00°00'00" EAST, 6.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'39" EAST, 50.15 FEET; THENCE SOUTH 85°23'02" EAST, 50.16 FEET; THENCE SOUTH 00°05'39" WEST, 46.12 FEET; THENCE NORTH 90°00'00" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

Leased Premises is comprised of approximately 2400 square feet, more or less, located within the property.

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way including but limited to:

LESSEE ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00' WIDE STRIP OF LAND SITUATED WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED DATED JANUARY 23, 1998 AND RECORDED ON JANUARY 29, 1998 IN BOOK 888 PAGE 255, OFFICIAL RECORDS OF APACHE COUNTY, ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 888 PAGE 255, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND BEARS NORTH 89°57'05" EAST A DISTANCE OF 762.17 FEET; THENCE NORTH 89°57'05" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, 6.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'39" EAST, 197.75 FEET; THENCE NORTH 90°00'00" EAST, 88.01 FEET; THENCE SOUTH 00°00'00" EAST, 71.34 FEET; THENCE NORTH 90°00'00" EAST, 198.91 FEET; THENCE SOUTH 00°00'00" EAST, 126.17 FEET TO THE POINT OF TERMINUS,

LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A 5.00' WIDE STRIP OF LAND SITUATED WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED DATED JANUARY 23, 1998 AND RECORDED ON JANUARY 29, 1998 IN BOOK 888 PAGE 255, OFFICIAL RECORDS OF APACHE COUNTY, ARIZONA, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 888 PAGE 255, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND BEARS NORTH 89°57'05" EAST A DISTANCE OF 762.17 FEET; THENCE NORTH 89°57'05" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, 6.00 FEET; THENCE NORTH 00°05'39" EAST, 197.75 FEET; THENCE NORTH 90°00'00" EAST, 44.00 FEET; THENCE NORTH 00°00'00" EAST, 6.00 FEET; THENCE NORTH 00°05'39" EAST, 47.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°22'57" WEST, 50.16 FEET TO THE POINT OF TERMINUS.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alijah Seay, Esq.
ATC Site No: 420331
ATC Site Name: MERRILL AZ
Assessor's Parcel No(s): 105-21-033

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: 2018-002201
State of Arizona
County of Apache

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between **Town of Springerville**, an Arizona municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease Agreement dated June 6, 2013 (the "**Original Lease**") as amended by that certain First Amendment to Option and Lease Agreement dated March 21, 2018 (the "**First Amendment**") (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2068. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

ATC Site No: 420331(DSE)
VZW Site No: 254437
Site Name: MERRILL AZ

option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 418 East Main Street, Springerville, AZ 85938-5220; To Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to; American Tower, Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATC Site No: 420331(DSE)
VZW Site No: 254437
Site Name: MERRILL AZ

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

2 WITNESSES

Town of Springerville,
an Arizona municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

WITNESSES

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER, A FOUND RAILROAD SPIKE, OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 11 MINUTES 22 SECONDS WEST ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 33, A DISTANCE OF 3221.02 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 38 SECONDS EAST A DISTANCE OF 16.00 FEET TO THE SOUTHWESTERLY R.O.W. LINE OF MAIN STREET, TO A 5/8 INCH REBAR WITH ALUMINUM CAP, L.S. 16265, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 20 MINUTES 06 SECONDS EAST A DISTANCE OF 149.51 FEET TO A CHAIN LINK FENCE CORNER; THENCE NORTH 89 DEGREES 13 MINUTES 30 SECONDS EAST A DISTANCE OF 200.72 FEET TO A CHAIN LINK FENCE CORNER; THENCE SOUTH 00 DEGREES 36 MINUTES 10 SECONDS EAST A DISTANCE OF 349.39 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP, L.S. 16265; THENCE SOUTH 89 DEGREES 56 MINUTES 09 SECONDS WEST A DISTANCE OF 762.17 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP, L.S. 16165; THENCE NORTH 00 DEGREES 04 MINUTES 43 SECONDS EAST A DISTANCE OF 257.95 FEET TO A CHAIN LINK FENCE CORNER; THENCE SOUTH 85 DEGREES 23 MINUTES 53 SECONDS EAST A DISTANCE OF 243.96 FEET TO A CORNER OF A BLOCK WALL; THENCE NORTH 00 DEGREES 58 MINUTES 52 SECONDS EAST ALONG THE EDGE OF AN EXISTING BLOCK WALL A DISTANCE OF 287.26 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP, L.S. 16165; THENCE SOUTH 85 DEGREES 48 MINUTES 11 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 25.18 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP, L.S. 16165; THENCE ALONG A CURVE TO THE LEFT AND ALONG SAID SOUTHWESTERLY R.O.W. LINE, HAVING A CENTRAL ANGLE OF 3 DEGREES 58 MINUTES 24 SECONDS AND A RADIUS OF 2343.35 FEET, A DISTANCE OF 162.50 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP L.S. 16165; THENCE SOUTH 89 DEGREES 46 MINUTES 35 SECONDS EAST ALONG SAID SOUTHWESTERLY R.O.W. LINE A DISTANCE OF 121.35 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of; (i) the land area conveyed to Tenant in the Lease, (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel or (iii) the legal description or depiction below (if any).

A PARCEL OF LAND SITUATED WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED DATED JANUARY 23, 1998 AND RECORDED ON JANUARY 29, 1998 IN BOOK 888 PAGE 255, OFFICIAL RECORDS OF APACHE COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 888 PAGE 255, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND BEARS NORTH 89°57'05" EAST A DISTANCE OF 762.17 FEET; THENCE NORTH 89°57'05" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, 6.00 FEET; THENCE NORTH 00°05'39" EAST, 197.75 FEET; THENCE NORTH 90°00'00" EAST, 44.00 FEET; THENCE NORTH 00°00'00" EAST, 6.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'39" EAST, 50.15 FEET; THENCE SOUTH 85°23'02" EAST, 50.16 FEET; THENCE SOUTH 00°05'39" WEST, 46.12 FEET; THENCE NORTH 90°00'00" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

Leased Premises is comprised of approximately 2400 square feet, more or less, located within the property.

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way including but limited to:

LESSEE ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00' WIDE STRIP OF LAND SITUATED WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED DATED JANUARY 23, 1998 AND RECORDED ON JANUARY 29, 1998 IN BOOK 888 PAGE 255, OFFICIAL RECORDS OF APACHE COUNTY, ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 888 PAGE 255, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND BEARS NORTH 89°57'05" EAST A DISTANCE OF 762.17 FEET; THENCE NORTH 89°57'05" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, 6.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'39" EAST, 197.75 FEET; THENCE NORTH 90°00'00" EAST, 88.01 FEET; THENCE SOUTH 00°00'00" EAST, 71.34 FEET; THENCE NORTH 90°00'00" EAST, 198.91 FEET; THENCE SOUTH 00°00'00" EAST, 126.17 FEET TO THE POINT OF TERMINUS,

LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A 5.00' WIDE STRIP OF LAND SITUATED WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED DATED JANUARY 23, 1998 AND RECORDED ON JANUARY 29, 1998 IN BOOK 888 PAGE 255, OFFICIAL RECORDS OF APACHE COUNTY, ARIZONA, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 888 PAGE 255, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND BEARS NORTH 89°57'05" EAST A DISTANCE OF 762.17 FEET; THENCE NORTH 89°57'05" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, 6.00 FEET; THENCE NORTH 00°05'39" EAST, 197.75 FEET; THENCE NORTH 90°00'00" EAST, 44.00 FEET; THENCE NORTH 00°00'00" EAST, 6.00 FEET; THENCE NORTH 00°05'39" EAST, 47.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°22'57" WEST, 50.16 FEET TO THE POINT OF TERMINUS.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alijah Seay, Esq.
ATC Site No: 420331
ATC Site Name: MERRILL AZ
Assessor's Parcel No(s): 105-21-033

RESOLUTION AND CONSENT AFFIDAVIT

Town of Springerville, an Arizona municipal corporation

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Option and Land Lease Agreement dated June 6, 2013 (the "**Original Lease**") as amended by that certain First Amendment to Option and Lease Agreement dated March 21, 2018 (the "**First Amendment**") dated (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

ATC Site No: 420331(DSE)
VZW Site No: 254437
Site Name: MERRILL AZ

contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.
6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
 (Address) _____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller / Town Clerk
DATE: 12/15/2021
SUBJECT: Resignation of Councilor Ruben Llamas

SUGGESTED MOTIONS:

I move we accept the resignation of Councilor Ruben.

OR

I move we do not accept the resignation or we table the item.

STAFF REPORT

Please see the attached resignation of Councilor Llamas received by the Town on December 7, 2021.

**Resignation from Elected Position as Council Member
For
The Town of Springerville, Arizona**

I, Ruben Llamas, hereby resign my position as a duly elected Council Member for the Town of Springerville, Arizona.

DATED: Nov 29, 2021

SIGNED: 
Ruben Llamas