



TOWN COUNCIL SPECIAL MEETING

Wednesday, January 6, 2021 at 6:00 pm

Attendees: Joseph Jarvis - Town Manager, Kelsi Miller- Town Clerk,
Dayson Merrill- Chief of Police, James Kemp- Sergeant

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

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

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

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

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. **Staff Reports: Summary Updates**
- c. **Manager Joseph Jarvis: Summary Updates & presentation(s)**

OLD/ NEW BUSINESS

5. TOWN CODE UPDATES:

Discussion and direction regarding a variety of proposed Town Code changes.

6. RESOLUTION 2021-R001 NOTICE OF INTENT:

Discussion and possible action on Resolution 2021-001, regarding the Notice of Intent for fees associated with Traffic Enforcement.

7. UTILITY RATE DEFINITION:

Discussion and possible direction regarding the proposed utility rate definitions/ report.

8. ACQUISITION OF HARPER PROPERTY 105-18-021F

a. Discussion regarding parcel 105-18-021F.

b. Possible action and direction regarding parcel 1005-18-021F.

9. ACQUISITION OF UDALL ESTATE PARCELS 104-18-004C, 104-17-003A, & 104-19-001F:

a. Discussion regarding the Udall Estate Parcels.

b. Possible action and direction regarding the four Udall Estate Parcels.

10. 578 NORTH MAIN STREET EAGAR, AZ:

Discussion and direction regarding 578 N. Main St. Eagar AZ.

11. 23 SOUTH PAPAGO:

Discussion and direction regarding 23 South Papago.

12. 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 12/30/2020 at 9:41 AM

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Joseph Jarvis, Town Manager
DATE: 01/06/2021
SUBJECT: Town Code Updates

STAFF REPORT

Staff is proposing changes to the Town Code. These changes are suggested for they move fees to the Fee Schedule, provide consistency for who appoints management members, and improves the Police Department's ability to enforced traffic violations.

See attachment

Proposed Town Code Changes:

1.12.050 - Sample ballots and publicity pamphlets.

(C) 6. Each argument shall be accompanied by a deposit, **as defined in the Fee Schedule, in the amount of fifty dollars (\$50.00)** to offset proportional costs of printing. This requirement shall not be waived on any account.

2.04.120 - Agenda.

Prior to each council meeting, or on or before a time fixed by the common council for preparation and distribution of an agenda, whichever is earlier, the town manager shall collect all written reports, communications, ordinances, resolutions, contracts and other documents to be submitted to the common council, and prepare an agenda according to the order of business and shall furnish each councilmember, the mayor and the attorney with a copy. **The Mayor, two Council members or the Town Manager may add an item to the Council agenda.**

2.44.040 - Appointment, powers and duties of fire chief.

The fire chief shall be appointed by the **Town Manager ~~common council~~**. It shall be the duty of the fire chief to:

2.48.030 - Emergency plan.

The **Town Manager ~~common council~~** shall establish and provide for emergency management within its jurisdiction in accordance with state emergency plans and programs. The **Town Manager ~~common council~~** may appoint a director of emergency management who shall be responsible for the organization, administration and operation of local emergency management programs, subject to the direction and control of the town manager.

12.04.020 - Permit application fee.

There is established a fee, **as defined in the Fee Schedule, of two dollars (\$2.00)** which shall accompany the application for permit for paving or excavating of town property.

15.08.020 - Office of electrical inspector created.

The office of electrical inspector is created and shall have all the powers and duties specified herein and in the electrical code herein adopted, and the electrical inspector, and such assistants as may be necessary in the proper performance of the duties of the office, shall be appointed by the **Town Manager ~~council~~** upon such terms and conditions as they shall determine. **The building official or building inspector may also serve as the electrical inspector.**

16.08.010 - Definitions.

"Town planner, planning and zoning administrator" means an individual who has been appointed by the **Town Manager ~~common council~~** of the town to work with the planning and zoning commission as its administrative officer.

17.20.010 - Creation and appointment.

There is created the office of zoning administrator of the town of Springerville, who shall be appointed from time to time by the **Town Manager** ~~town council~~.

The following will be added to the Fee Schedule:

\$50 Arguments supporting and opposing an initiative or referendum \$50

\$2 Permit for paving and excavating of Town property

Does the Town Council want to change the extent of the emergency powers? Does the Town Council want to retain the powers or delegate it?

Chapter 2.52 - EMERGENCY SERVICES

2.52.010 - Definitions.

In this chapter, unless the context otherwise requires:

"Emergency functions" means warning and communications services, relocation of persons from stricken areas, radiological defense, temporary restoration of utilities, plant protection, transportation, welfare, engineering, search, rescue, health, law enforcement, firefighting and other activities necessary or incidental thereto.

"Emergency services" means the preplanning necessary to carry out emergency functions, other than functions for which military force or federal agencies are primarily responsible to prevent or minimize the loss of lives or property caused by disasters of every kind.

"Local emergency" means the existence of condition of disaster or of extreme peril to the safety of persons or property within the territorial limits of the town, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the town as determined by the common council and which require the combined efforts of other political subdivisions.

"Private sector" means all industry, commerce, business or banking; all services other than those provided by the government; and all persons other than those in governmental agencies at any level.

"State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons or property within the state caused by air pollution, fire, flood or floodwater, storm, epidemic, riot, earthquake or other causes, except those resulting in a state of war emergency, which are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single county, city or town, and which require the combined efforts of the state and the political subdivision.

"State of war emergency" means the condition which exists immediately whenever this nation is attacked or upon receipt by this state of warning from the federal government indicating that such an attack is imminent.

2.52.020 - Powers.

A. The common council, pursuant to the provisions of Section 26-307, Arizona Revised Statutes, has the power to make, amend and rescind orders, rules and regulations necessary for emergency functions and regulations but such shall not be inconsistent with orders, rules and regulations promulgated by the governor of this state. Such orders, rules or regulations shall be effective when a copy is filed in the office of the town clerk. Existing resolutions, rules and regulations in conflict with Title 26, Chapter 2, Article 1, Arizona Revised Statutes, are suspended during the time of emergency and to the extent that they may conflict. B. Pursuant to subsection C of Section 26-307, Arizona Revised Statutes, in a state of war emergency, the town may waive procedures and formalities otherwise required by law pertaining to the performance of public work, entering into contracts, incurring obligations, employing permanent and temporary workers, utilizing volunteer workers, renting equipment, purchasing and distributing supplies, materials and facilities and appropriating and expending public funds when the town determines and declares that strict compliance with such procedures and formalities may prevent, hinder or delay mitigation of the effects of the state of war emergency. C. In the absence of specific authority in state emergency plans and programs, the town will take emergency measures as deemed necessary to carry out the provisions of Title 26, Chapter 2, Article 1, Arizona Revised Statutes. D. This chapter constitutes authority, pursuant to the provisions of Section 26-311, Arizona Revised Statutes, for the mayor to declare an emergency and, during such emergency, to govern by proclamation and to impose all necessary regulations to preserve the peace and order of the town, including, but not limited to: 1. Imposition of curfews in all or portions of the town; 2. Ordering the closing of any business; 3. Closing to public access any public building, street or other public place; 4. Calling upon regular or auxiliary law enforcement agencies and organizations within or without the county for assistance.

In periods of local emergency, including an emergency declared by the mayor, pursuant to Section 26-311(A), Arizona Revised Statutes, the town has full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements therefor.

2.52.030 - Enforcement.

The law enforcement authorities of the town shall enforce all orders, rules and regulations issued pursuant to this chapter.

2.52.040 - Immunity.

The town, its officers, agents, employees and volunteers duly enrolled or registered with the town emergency services, and unregistered persons placed into service during a state of war emergency, are immune from liability as provided in Section 26-314, Arizona Revised Statutes.

Changes to Title 10 to improve traffic enforcement

Title 10 - VEHICLES AND TRAFFIC

Chapter 10.08 - TRAFFIC CONTROL REGULATIONS

10.08.020 - Obedience to traffic regulations.

It is unlawful for any person to do any act forbidden or fail to perform any act required by this chapter. It is unlawful for any person to willfully fail or refuse to comply with any lawful order or direction of the police chief or of any fire department official. **Any person that violates this chapter or fails to comply with an order made hereunder shall be guilty of a civil violation. The violation fee is in an amount established by a schedule adopted by resolution of the Council and filed in the office of the Town Clerk.**

Chapter 10.12 - PARKING

10.12.050 - Zones, designation and marking.

- A. No Parking Zones. The **Police Chief council** shall designate zones wherein no parking shall be permitted, and shall mark the same by painting the curb within such zone red, and with such other sign or marking as the council shall deem necessary or appropriate.
- B. Loading Zones. The **Police Chief council** shall designate zones wherein vehicles may be loaded or unloaded exclusively, and shall mark the same by painting the curb within such zone yellow, and with such other sign or marking as the **Police Chief council** shall deem necessary or appropriate.
- C. Other Zones. The **Police Chief council** may designate such other zones for such purposes, and mark the same in such manner, as it shall deem necessary and appropriate.

10.12.060 - Limitation on parking of vehicles.

The **Police Chief council** may limit the time during which a vehicle may be parked in any one parking space on any street within the corporate limits of the town, and shall designate such limitation by such sign or signs as it shall deem necessary.

10.12.080 - Penalties for violation

Any person that violates this chapter or fails to comply with an order made hereunder shall be guilty of a civil violation. The violation fee is in an amount established by a schedule adopted by resolution of the Council and filed in the office of the Town Clerk.

Chapter 10.16- ALL TERRAIN VEHICLES (ATVs)

10.16.060 - Penalty.

Any person found guilty of violating any provision of this chapter shall be guilty of a **civil violation class-two misdemeanor**. Each day that a violation continues shall be a separate offense punishable as described in this chapter. **The violation fee is in an amount established by a schedule adopted by resolution of the Council and filed in the office of the Town Clerk.**

Chapter 10.20 - MOTORIZED SKATEBOARDS AND MOTORIZED PLAY VEHICLES

10.20.070 - Penalty.

~~The municipal court of the town shall conduct a hearing and may assess a sanction of up to one hundred dollars for a first violation, two hundred dollars for a second violation and five hundred dollars for all subsequent violations.~~

Any person that violates this chapter or fails to comply with an order made hereunder shall be guilty of a civil violation. The violation fee is in an amount established by a schedule adopted by resolution of the Council and filed in the office of the Town Clerk. Each day a violation occurs shall constitute a separate event.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Joseph Jarvis, Town Manager
DATE: 01/06/2021
SUBJECT: RESOLUTION 2021-001 Traffic Enforcement Fees

SUGGESTED MOTION:

I move to adopt Resolution 2021-001, regarding the adoption of the Notice of Intent for fees associated with traffic enforcement.

Or I move we table this item, or I move we do not approve Resolution 2021-001.

STAFF REPORT

See attached the Resolution, Notice of Intent, and proposed fees.

RESOLUTION 2021-R001

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN
SPRINGERVILLE, ARIZONA, ADOPTING "NOTICE OF INTENTION" TO
PROPOSE FEES RELATED TO TRAFFIC ENFORCEMENT.**

WHEREAS, the Town of Springerville wishes to improve traffic enforcement and create fees related to traffic control and enforcement.

WHEREAS, the Town of Springerville will follow the rate increase procedures set forth by the Town of Springerville Municipal Code and Pursuant to A.R.S. § 9-499.15 and will hold a public hearing on March 17, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Springerville, Springerville, Arizona do hereby declare their intention to adopt the "Notice of Intention" attached as Exhibit "A", to create fees associated with the improvement and enforcement of traffic regulations incorporated herein by reference.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Springerville, this __ day of January, 2021.

Phil Hanson, Jr., Mayor

ATTEST:

Kelsi Miller, Town Clerk

APPROVED AS TO FORM:

Timothy B. Shaffery
Shaffery Law Offices, P.L.L.C

Exhibit "A"

Notice of Intention

**TOWN OF SPRINGERVILLE
NOTICE OF INTENTION**

NOTICE IS HEREBY GIVEN, pursuant to Arizona Revised Statutes Section 9-499.15 that the Springerville Town Council will consider adopting by resolution, changes to the fee schedule that will affect fees related to traffic violations as presented in "Exhibit A". A full copy of the proposed changes is available for review during business hours at the Town Clerk's Office, 418 E. Main Street, Springerville, Arizona 85938.

A PUBLIC HEARING on this topic will be held on March 17, 2021 at 6:00 p.m. in the Council Chambers at 418 E. Main Street. The public is encouraged to attend the hearing and express their opinions.

Town of Springerville Parking Citation Fine Schedule

VIOLATION DESCRIPTION	Base Fine	Criminal Justice Enhancement Fund	Medical Svc Enhancement Fund	Clean Election Fund	Addl Assmt-Cnty	Officer Safety Equip-Cty Police	Victims Rights Enf. Fund	New \$9 Victims Rights Fund	New \$4 Peace Officer Training Equipment Fund-State	Total Fine
PARKED ON SIDEWALK	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
PARKED BLOCKING DRIVEWAY	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
PARKED IN INTERSECTION	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
PARKED WITHIN 15' OF FIRE HYDRANT	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
PARKED IN CROSSWALK	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
PARKED WITHIN 20' OF INTERSECTION	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
PARKED WITHIN 30' OF TRAFFIC CONTROL DEVICE	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
FAILURE TO OBEY SIGNS	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
FAILURE TO PARK WITHIN 18" OF CURB	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
FAILURE TO PARALLEL PARK	\$38.76	\$16.28	\$5.04	\$3.88	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$97.00
FAILURE TO PARK WITHIN LINES AND MARKS	\$11.24	\$4.72	\$1.46	\$1.12	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$48.00
ABANDONED VEHICLE	\$11.24	\$4.72	\$1.46	\$1.12	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$48.00
PARKING IN DISABLED PARKING WITHOUT PLACARD	\$133.15	\$55.92	\$17.31	\$13.32	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$265.00
PARKING IN LOADING ZONE	\$11.24	\$4.72	\$1.46	\$1.12	\$1.00	\$4.00	\$2.00	\$9.00	\$4.00	\$48.00

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Joseph Jarvis, Town Manager
DATE: 01/06/2021
SUBJECT: Utility Rate Definition

SUGGESTED MOTION:

Discussion and direction regarding the presented Utility Rate Definitions and Report.

STAFF REPORT

See attached



TOWN OF SPRINGERVILLE

“GATEWAY TO THE WHITE MOUNTAINS”

418 E. MAIN STREET, SPRINGERVILLE, AZ 85938 • PHONE (928)333-2656 • FAX (928)333-5598

REPORT

The following report is to propose defining, and therefore establishing, what constitutes Commercial Rates and Residential Rates for water and wastewater services provided by the Town.

The proposal would utilize the definitions of previously adopted Town Zoning Codes to clarify which zones would fall under commercial or residential rates. (See Exhibit 1) Each zone would be listed under the corresponding heading (Commercial or Residential) for which it should be charged. (See Exhibit 2)

Once established, this schedule would coincide with the current Water/Wastewater Fee Schedule. (See Exhibit 3)

EXHIBIT 1



TOWN OF SPRINGERVILLE

“GATEWAY TO THE WHITE MOUNTAINS”

418 E. MAIN STREET, SPRINGERVILLE, AZ 85938 • PHONE (928)333-2656 • FAX (928)333-5598

ZONES AND DEFINITIONS

AG zone: general agriculture (five-acre parcels)

AR-43 zone: agricultural-residential (forty-three thousand (43,000) square foot lots)

AR-20 zone: agricultural-residential (twenty thousand (20,000) square foot lots)

R1-20 zone: single-family residential (twenty thousand (20,000) square foot lots)

R1-7 zone: single-family residential (seven thousand five hundred (7,500) square foot lots)

RMH-20 zone: single-family residential and mobile/manufactured homes (twenty thousand (20,000) square foot lots)

RMH-7 zone: single-family residential and mobile/manufactured homes (seven thousand five hundred (7,500) square foot lots)

MF-7 zone: single-family residential and multiple-family residential (seven thousand five hundred (7,500) square foot lots)

MHP zone: mobile/manufactured home parks

C-1 zone: general commercial

I-1 zone: industrial

L-1 zone: light industrial

EXHIBIT 2



TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

418 E. MAIN STREET, SPRINGERVILLE, AZ 85938 • PHONE (928)333-2656 • FAX (928)333-5598

PROPOSED SCHEDULE

COMMERCIAL WATER AND WASTEWATER RATES

- **C-1 zone**; general commercial
- **I-1 zone**: industrial
- **L-1 zone**: light industrial
- **Airport zone** (has not been created yet)

RESIDENTIAL WATER AND WASTEWATER RATES

- **AG zone**: general agriculture
- **AR-43 zone**: agricultural-residential
- **AR-20 zone**: agricultural-residential
- **R1-20 zone**: single-family residential
- **R1-7 zone**: single-family residential
- **RMH-20 zone**: single-family residential and mobile/manufactured homes
- **RMH-7 zone**: single-family residential and mobile/manufactured homes
- **MF-7 zone**: single-family residential and multiple-family residential
- **MHP zone**: mobile/manufactured home parks

EXHIBIT 3

SET UP & CONNECTION FEES

WATER

Deposit Commercial	100.00
Deposit Residential	50.00
3/4" Meter	600.00
1" Meter	650.00
1-1/2" Meter	775.00
2" Meter	900.00
3" Meter	1,300.00
4" Meter	1,600.00
6" Meter	3,100.00
4" Fire Line	850.00
6" Fire Line	1,100.00
Service Relocation	125.00

The above water connection and relocation fees include up to 50 feet on public right of way up to a depth of 8 feet. Over 50 feet shall include labor, materials and associated expenses.

WASTEWATER

Deposit Commercial	100.00
Deposit Residential	50.00
4" Tap	550.00
6" Tap	750.00
Service Relocation	125.00

The above sewer connection fees include up to 50 feet on public right of way up to depth of 8 feet. Any depth over 8 feet will be the cost of the tap plus expenses. Over 50 feet for 4" taps will be \$450.00 plus expenses for a 4" line. 50 feet for 6" taps shall be \$650.00 plus expenses for a 6" line.

MISC FEES

WATER

Returned Checks	35.00
Non Payment Turn Off/On	50.00
Requested Turn Off/On	35.00
After Hours Call Out (non emergency)	50.00
Tampering (plus expenses)	100.00
Special Meter Reading Request	25.00
Meter Testing Request	50.00

WASTEWATER

Returned Checks	35.00
Non Payment Disconnect	100.00
After Hours Call Out (non emergency)	50.00
Tampering (plus expenses)	100.00
Grease Trap Inspections	15.00
Grease Trap Re-Inspections	30.00

COMMERCIAL & BULK WATER FEES

Residential Bulk Water Set Up	35.00
Residential Bulk Water (per 1,000 gal)	14.00
Commercial/Hydrant Bulk Water Set Up Fee	50.00
Commercial/Hydrant Bulk Water (per 1,000 gal)	18.00
Hydrant Meter Deposit	1,250.00
Hydrant Fill Labor	20.00
Hydrant Install/Uninstall	30.00

MONTHLY USER FEES

WATER

WASTEWATER

ADEQ Testing	0.75
Water Adjudication	0.75
<u>In Town Base Fees</u>	
3/4" Meter (includes first 2,000 gal)	17.81
1" Meter (includes first 2,000 gal)	19.68
1 1/2" Meter (includes first 2,000 gal)	20.66
2" Meter (includes first 2,000 gal)	23.43
3"+ Meter (includes first 2,000 gal)	27.18
Ea Additional 1,000 gallons (2,001-10,000)	3.28
Ea Additional 1,000 gallons (10,001 +)	4.22
<u>Out of Town Base Fees</u>	
3/4" Meter (includes first 2,000 gal)	27.18
1" Meter (includes first 2,000 gal)	27.18
1 1/2" Meter (includes first 2,000 gal)	27.18
2" Meter (includes first 2,000 gal)	29.29
Ea Additional 1,000 gallons (2,001-10,000)	6.56
Ea Additional 1,000 gallons (10,001 +)	8.43

ADEQ Testing	0.75
Late Fee (per account) Water & Sewer	5.00
<u>Residential</u>	
Base Fee Minimum	39.26
Usage per 1,000 gal	4.36
Base Fee (includes first 2,000 gal)	
Base fee is calculated on average water usage. The average is calculated on July 1 of each year. (Nov - Feb water usage / 4 = average)	
<u>Commercial</u>	
Base Fee (includes first 2,000 gal)	47.97
Usage per 1,000 gal	4.36
Septic Dumping (per gallon)	0.25

**TOWN OF SPRINGVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Joseph Jarvis, Town Manager
DATE: 01/06/2021
SUBJECT: PARCEL 105-18-021F

- a. Discussion regarding parcel 105-18-021F.

- b. Possible action and direction regarding parcel 105-18-021F.

STAFF REPORT

The owner (Harper Trust) offered to trade this parcel in exchange for services from the Town of Springerville. The initial offer from the owner included trading land lease payments, sewer hook-up, sewer deposit, water hook-up, water deposit, water and sewer consumption fees, and 30 tons of spec AB. This is a reasonable offer, but a few of the numbers included in the offer were not accurate. Staff has determined that the Town could only offer the lease payments if the Town General Fund paid the Airport Fund for the annual payments. Staff also advised the owner that the Town cannot offer consumption fees as part of the trade for all customers are expected to pay for their consumption. At this point, the Town can offer \$4,208 (without the lease payments) to trade for the property that the owner estimated at a value of \$30,000. Staff also discussed with the owner the possibility of trading the land on 105-21-055 as part of this transaction. The owner was not interested in trading the land that is being leased as part of this transaction.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Joseph Jarvis, Town Manager
DATE: 01/06/2021
SUBJECT: Udall Parcels

- a. Discussion regarding the Udall Estate Parcels

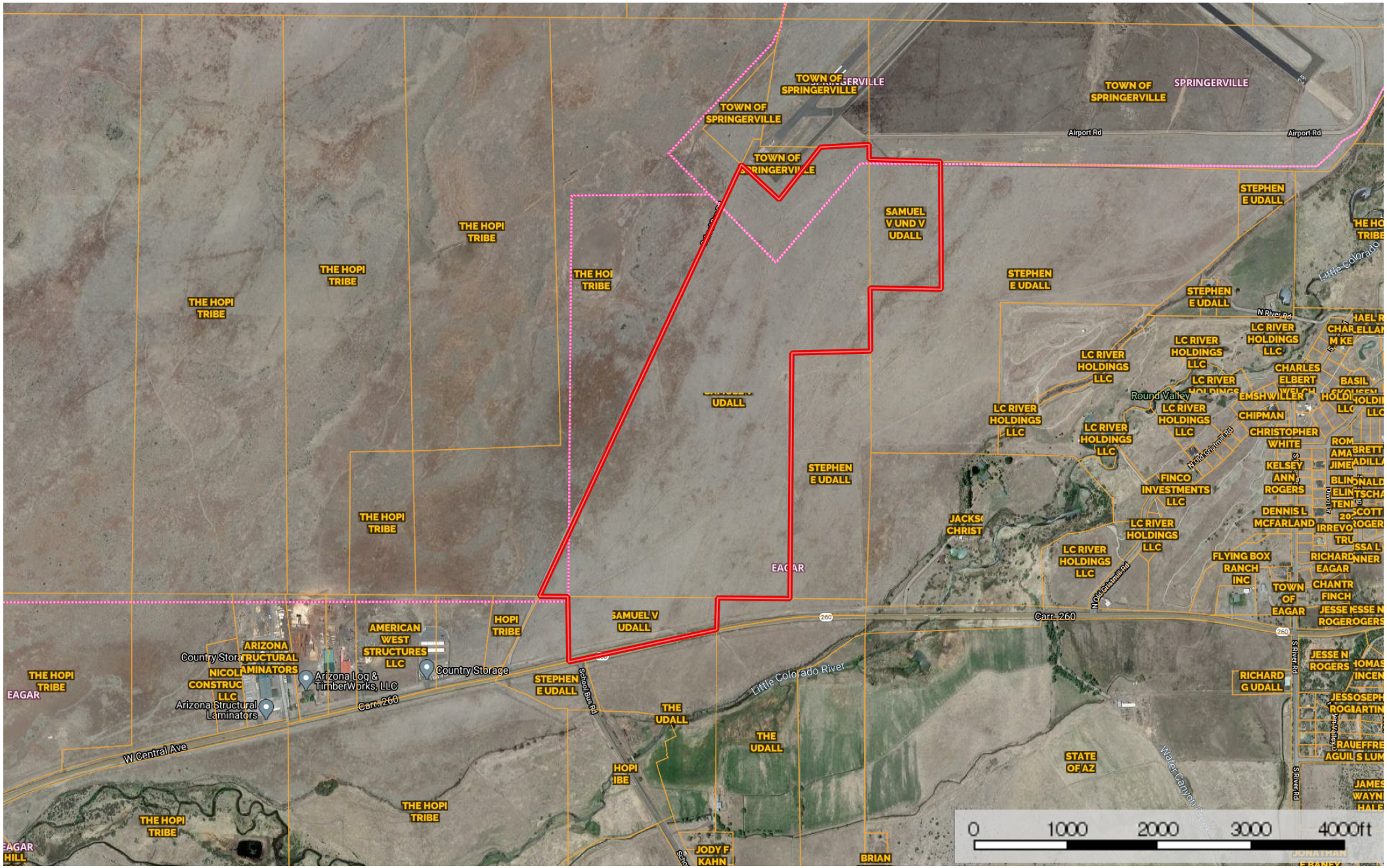
- b. Possible action and direction regarding the four Udall Estate parcels.

STAFF REPORT

Staff discussed with the Town Council acquiring an easement across property owned by the Udall estate to connect Highway 260 to the “Road to Nowhere”. The Town Council did not support acquiring the easement, but as part of staff’s conversation with the Udall estate, the Udall estate inquired as to whether the Town would like to purchase the property instead. Staff will present the proposal and would like to present additional comments pertaining to the easement.

Udall Property

Arizona, AC +/-



Boundary Boundary

104-18-004C	Sameul V Udall	150.72
104-17-003A	Sameul V Udall	20
104-19-001F	Sameul V Udall	14.23
Total		184.95

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Joseph Jarvis, Town Manager
DATE: 01/06/2021
SUBJECT: 578 N. Main Street Eagar, AZ 85925

Discussion and direction regarding 578 N. Main St. Eagar AZ.

STAFF REPORT

Recently the Towns approved an IGA for managing this property that is owned by both Towns. Currently, the Town of Springerville has no plans for developing or improving this property. Per the IGA, Springerville is to actively find a buyer or lessee for the property. Staff is requesting direction as to whether the Council wants to list the property or advertise a RFP for the property.

Attached is the IGA with Eagar.

**INTERGOVERNMENTAL AGREEMENT FOR
578 NORTH MAIN STREET
BETWEEN THE TOWN OF EAGAR AND
THE TOWN OF SPRINGERVILLE**

THIS AGREEMENT, made and entered into this 18th day of February 2020, by and between the Town of Eagar, a municipal corporation of the State of Arizona hereinafter called "Eagar" and the Town of Springerville, a municipal corporation of the State of Arizona hereinafter called "Springerville".

WHEREAS, both Eagar and Springerville have been sharing the costs of maintaining this property for a number of years.

NOW THEREFORE, the parties mutually agree to record the arrangement as follows:

1. The property will be recognized by the County Assessors office as belonging to both parties equally.
2. Eagar will maintain the electric account for the property. On a monthly basis, Eagar will send Springerville an invoice for half of the monthly invoice. Springerville will promptly pay the invoice and will not become delinquent with their payments.
3. Eagar will maintain the water and wastewater account for the property. On a monthly basis, Eagar will send Springerville an invoice for half of the monthly invoice. Springerville will promptly pay the invoice and will not become delinquent with their payments.
4. Springerville will maintain property and liability insurance on the property.
5. If a repair must be made on the property, Eagar will make arrangements to complete the repair. Once the work is completed to Eagar's Town Manager's satisfaction, then an invoice will be sent to Springerville for half of the invoice. Springerville will promptly pay the invoice and will not become delinquent with their payments.
6. The parties are interested in selling or leasing the property. Springerville will actively work to find a buyer or lease. If a buyer or lease is found that will pay market value for the property, then the proposal will be considered and approved by Eagar and Springerville Town Councils. All applicable Arizona Revised Statutes will be met to complete this transaction.
7. Indemnification by Eagar To the fullest extent permitted by law, Eagar shall defend, indemnify, and hold harmless Springerville, its departments, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage

to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent, grossly negligent, or willful misconduct of Eagar or any of its departments, officers, officials, agents, and employees in connection with this Agreement and/or in connection with its performance of the services provided herein. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the Eagar to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree in connection with this agreement. It is agreed that Springerville will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of this Agreement, all Parties agree to waive all rights of subrogation against the others, their departments, officers, officials, agents, and employees.

8. Indemnification by Springerville To the fullest extent permitted by law, Springerville shall defend, indemnify, and hold harmless Eagar, its departments, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent, grossly negligent, or willful misconduct of Springerville or any of its departments, officers, officials, agents, and employees in connection with this Agreement and/or in connection with its performance of the services provided herein. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of Springerville to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree in connection with this Agreement. It is agreed that the Eagar will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of this Agreement, all Parties agree to waive all rights of subrogation against the others, their departments, officers, officials, agents, and employees.
9. Mediation. For any controversy or claim arising out of or relating to this Agreement, or breach thereof, that cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties have not agreed upon the mediator within 10 days from the date of submission of a mediation request, either party may request the Presiding Judge of the Superior Court of Apache County to assign a mediator from a list of experienced mediators maintained by the Arizona Municipal Risk Retention Pool.
10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Town of Springerville Finance
418 North Main Street
Springerville, AZ 85938

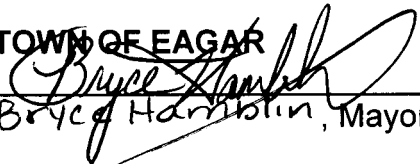
Town of Eagar

Town Clerk
22 West 2nd Street
Eagar, AZ 85925

11. In accordance with ARS 11-952(D) the attached written determination of each party's legal counsel that the parties are authorized to enter into this Agreement and that the Agreement is in proper form.
12. Severability In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
13. Termination Either party may propose a termination of this agreement. Notice is given by the deliverance of a Resolution describing the terms of the termination of either Town Council to the other Town Council. The receiving town will have 60 days to respond to the offer to terminate the agreement.
14. Entire Agreement This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both parties.
15. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement, they will not engage in, a boycott of Israel, as that term is defined in A.R.S. 35-393.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.


TOWN OF EAGAR



Bryce Hamblin, Mayor

TOWN OF SPRINGERVILLE


Phil Hanson, Jr., Mayor

ATTEST:

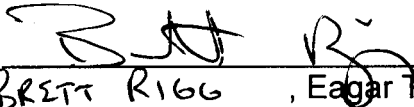

Kate Brady, Town Clerk


Kelsi Miller, Town Clerk

ATTORNEY APPROVAL FORM

Pursuant to ARS 11-951 through 11-954 the undersigned has reviewed the Intergovernmental Agreement between the Town of Eagar and Town of Springerville and find the Agreement to be in proper form and within the powers and authority granted to the Towns under the laws of the State of Arizona and the Town Code.

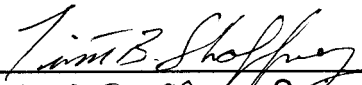
Dated this 18 day of FEB, 2020



BRETT RIGG, Eagar Town Attorney

Pursuant to ARS 11-951 through 11-954 the undersigned has reviewed the Intergovernmental Agreement between the Town of Eagar and Town of Springerville and find the Agreement to be in proper form and within the powers and authority granted to the Towns under the laws of the State of Arizona and the Town Code.

Dated this _____ day of _____, 2020



Timothy B. Shaffery, Springerville Town Attorney

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Joseph Jarvis, Town Manager
DATE: 01/06/2021
SUBJECT: 23 South Papago

Discussion and direction regarding 23 South Papago.

STAFF REPORT

Prior to my hire date, the Town Council, who happen to be the same Councilmembers as those who are seated, directed staff to sell this property. On December 16th, the Town Council directed staff to spend up to \$100,000 on improving 225 E. Main Street and to relocate the Fire Department to the Main Street location. Staff has until June 30, 2021 to complete the work and spend the funds. A Councilmember asked that this property be added to the agenda so that the new Council may direct staff to sell 23 S. Papago. Staff suggests that if the property is to be sold that it should be listed or an RFP should be advertised for its sell.