



TOWN COUNCIL REGULAR MEETING

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:

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 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:

Review and discussion of the proposed redistricting map as provided, to present to the AZ Independent Redistricting Commission for congressional and legislative representation within the State.

b. Resolution 2021-R009: Redistricting

Discussion and possible action of Resolution 2021-R009 regarding supporting the proposed redistricting map in efforts to support keeping rural Arizona united.

7. AIRPORT HANGAR GROUND LEASES:

Discussion and consideration to enter into airport hangar ground leases with the Moreman Family Trust and Mountain Gales, LLC.

a. Moreman Family Trust Agreement

b. Mountain Gales, LLC

8. LEASE CONTRACT MODIFICATION: United States Forest Service

Discussion and possible action on a request for a contract modification from the U.S. Forest Service on the airport apron lease.

9. DECEMBER MEETING DISCUSSION:

Discussion and direction to staff regarding if Council would like to hold a regular or special meeting in December.

10. EXECUTIVE SESSION:

Discussion and possible action to enter into Executive Session pursuant to A.R.S. § 38 431.03 (A) (3) (4) for updates on pending (historical) notices of claim against the town and the One AZ Opioid Settlement. No Action will be taken in Executive Session.

AMENDED TO ADD discussion regarding the hiring process of the Zoning Administrator

as allowed under A.R.S. § 38 431.03 (A) (1) (3).

11. POSSIBLE ACTION AS A RESULT OF EXECUTIVE SESSION:

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.



Town Council Agenda Staff Report

AIRPORT MANAGER'S REPORT

November 1, 2021

1. Recent Fuel Sales

a. October 2021: 5,712.07 gallons (\$21,962.59)

2. Recent Traffic Operations

a. October 2021

393 Total

38 Local, 181 Itinerant, 174 Air Taxi, 0 Military

393 GA, 0 Military

124 Medevac

52% Business Related

31% Based / 69% Transient

70 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.

Building permits have been issued for two private hangars and construction has begun.

I have received another application for a land lease for a hangar. This fills our available spots on the existing infrastructure. Two leases will be presented to Council in November for their approval.

I will be out of the office from November 15 through 21 for vacation.



Town Council Agenda Staff Report

November-2021

Mayor & Council Report for Community Development

Multiple Building Permits issued.

Multiple Building Inspections.

Multiple C of O Inspections.

Public Hearing- Planning and Zoning Meeting 10-27-2021(6 pm)

- 2nd Public Hearing- Ordinance for Marijuana Establishments (Medical & Adult Use)
Commission voted to not accept Proposed Ordinance No. 2021-002; the Commission also stated that they would be willing to meet with the Council regarding information received at the Public Hearings.

Public Hearing- Planning and Zoning Meeting 11-09-2021(3 pm)

- Public Hearing- Reversion to Acreage for properties near 1203 E. 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 also requested a land split to convert the reverted acreage into three parcels.
Commission voted to accept the application; their recommendation will be forwarded to the Council for final decision at a later date.

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:

We held our first Safe Routes - Walk to School event since receiving the U of A grant. We will have Walk to School for the Round Valley Elementary School once each month except for November - January. Our next walk will be in February or March depending on the weather. Our Nutrition classes for Pre K – 8th grade have begun as well and we look forward to providing programs for the youth in our community. Our Physical Activity and Nutrition classes for seniors have continued and the seniors look forward to each session.

The Holidays are upon us now which means that we have several upcoming events. We had a Pumpkin craft workshop on October 26th where the seniors painted pumpkins and we held a Costume party on October 28th. We'll be having our Fall Feast on Thursday, November 18th and you are all invited. Please let us know if you would like to attend. We will be filling stockings for seniors again this year and will be requesting donations for stocking stuffers. We will also be working with White Mountain Regional Medical Center to arrange for the Senior Christmas Elf Program. This program is a big hit for our seniors each year.

The director and Food Bank manager attended the United Food Bank Northern Conference in October and received information on the updated database and reporting system. We receive TEFAP (The Emergency Food Assistance Program) and CSFP (Commodity Supplemental Food Program) items each month and each requires a separate reporting process. For October our Food Bank provided 431 food boxes to the local community and 91 senior boxes.

Our meal services program was audited on October 26th where we received a perfect score. This is a great example of how well everyone works together to accomplish all we do. We continue to have a steady group of seniors come in for Congregate meals each day and have been trying to increase our outreach. We served a total of 610 meals to seniors in October and 1352 meals to Head Start children.

Our transportation driver continues to be very busy providing local transportation as well as two trips/month to Show Low. We had 186 local trips for October.

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

Emergency Food & Shelter Program Grant RFP released 10/25/21 – two submitted

Low Income Home Energy Assistance Program (LIHEAP) – Monthly Reporting

U of A Cooperative Extension/ Snap-Ed Grant – 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

October – Community Assistance and Senior Services Counts:

Senior Services		Low Income Assistance Services	
Congregate Meals	302	Food Commodity Box (households)	431
Home Delivered Meals	220	Rental Assistance	2
Long Term Care Meals	40	Adult Diapers	4
Indigent Meals	48	Fuel Cards	17
Total Meals Served	610	LIHEAP	39
Senior Food Boxes	91	Bus Pass	3
Pet Food Bags Delivered	8	Senior Equipment	1
Transportation Units	186		
Volunteer Hours	81	HEAD START Meals served	1352

Message from our LIHEAP Case Manager:

The weather is turning cold and we have had an influx of applications for utility and emergency rent services. Besides the regular people that call from year to year, we have also had quite a few new clients that were sent from utility companies or by word of mouth. A few of those new clients are Seniors and have never had to ask for help before. I am sure it is a difficult thing to have to call for assistance. Gasoline and grocery prices have skyrocketed and add that to the price of medications and doctor or hospital fees so it is no wonder these clients are not making it on their social security incomes. What a relief to them, when they hear about the Silver LIHEAP program and the benefits it can provide for them.

With the prices of gasoline and food being so high, food cards and fuel cards are in high demand. Every time we get a call for one of these cards, we ask if it is an emergency and each time, the answer is YES! The client knows that they can receive up to 12 of these cards in a fiscal year and for some of these clients, their allotment will be gone in 12 weeks.



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 October 20th 2021

1. Springerville Fire Department Statistics 2021

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



Town Council Agenda Staff Report

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 3 Oct. 1-Dec. 31	2021
Burn Permits Issued	1
Calls For Service	21
Breakdown of Calls For Service	
Fire and Fire Related	1
Prescribed Burns	0
Medical	9
MVA	1
Wildland Assignments	0
Good Intent Call	7
Service Calls	1
Inspections	0
Hazardous Conditions	0
False Alarms	2

2. Springerville Fire Departments call volume is now over the previous three years (2018 Calls 146, 2019 Calls 172, 2020 calls 160). We are having trouble staffing trucks for calls due to our volunteers work schedules. We have seen an increase in almost every type of call throughout the year and don't expect it to subside.
3. Engine 1542 is back in service and repairs paid for.
4. Springerville Fire Department received 343 cans of food for the Haunted House and donated them to the Senior Center.



Town Council Agenda Staff Report

Report for October 2021

Springerville Heritage Center & Casa Malpais Archaeological Park

- Visitor count in October for the Heritage Center was estimated to be approximately 321 visitors.
- Revenue generated in October from Casa Malpais site tours was \$618.
- The annual Round Valley Fall Festival was held on October 16th. As in past years, the pumpkin carving contest was the highlight of the Fall Festival. There were 30 entries, and prizes were awarded in various contest categories and age groups. We want to extend a big “thank you” to Mayor Hanson and the other judges who volunteered their time to help judge the pumpkin carving contest. In addition, a huge “thank you” goes out to the local businesses who donated prizes for the contest. (Thank you letters were sent to those who donated prizes.)

This year we added a cake walk activity to the Fall Festival, with many people participating (kids and adults alike) and won cakes, cookies and cupcakes.

We also had a “vendors raffle” this year, in which each vendor who set up during the Fall Festival was given a free raffle ticket. Three lucky vendors received a prize, courtesy of the local business donations.

- The Heritage Center assisted with handing out candy for the “Safe Treats” event on Saturday night, October 30th.
- Casa Malpais site tours will take a winter break at the end of November and will resume in March.
- The 4th annual Christmas Tree Decorating Contest will be held in December at the Heritage Center, featuring local Round Valley businesses (see attached flyers). Those who enter the contest can bring their Christmas tree entries to the Heritage Center between November 30 – December 9. Anyone can cast ballots for their overall favorite tree starting December 3, but no later than 1 pm on December 10th. On Friday, December 10th from 1 - 3 pm, we’ll have a reception with cookies and punch and holiday music, with the winner of the Christmas tree decorating contest being announced at 2 pm. All are welcome to join us!

Best wishes for a safe and
Happy Thanksgiving holiday!



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

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 Saturday between 8:30 AM – 3:30 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

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 - Saturday from 8:30 am - 4 pm)
- Cast votes for your favorite tree at any time, but no later than 1:00 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

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RECEIVED

NOV 08 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 October 2021.

Civil citations filed: 5

Criminal citations filed: 4

Pre-trial conferences held: 10

Sentencings held: 10

Trials held: 1

A total of \$2689.04 was submitted to the Town of Springerville on the 3rd day of November 2021, by check number 1074. See *Remittance Report*.

11-03-2021

DATE


MUNICIPAL COURT JUDGE

OCT 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 September 2021.

Civil citations filed: 2

Criminal citations filed: 6

Pre-trial conferences held: 5

Sentencings held: 10

Trials held: 1

A total of \$3509.57 was submitted to the Town of Springerville on the 6nd day of October 2021, by check number 1072. See *Remittance Report*.

10-06-2021

DATE

Marsha Gregory

MUNICIPAL COURT JUDGE



Town Council Agenda Staff Report

Springerville Police Department Agenda Items and staff report

1. Springerville Police Department 2021 Stats

	September	October	Total
Calls for service:	159	117	266
Self-initiated Calls	60	62	122
Citizen:	6	11	17
Agency Assist:	62	31	93
Speed citations:	6	3	9
Nonmoving	0	0	0
Crim Speed:	0	0	0
Total traffic citations:	6	3	9
Verb warning:	10	24	34
Traffic Accidents	2	2	4
Written Warning:	7	12	19
DUI	1	2	3
Felony Cases	15	4	19
Misdemeanor	16	27	43
DV	4	2	6
Arrests	8	4	12

2. We are waiting for a final approval for the CARESAZ grant. This industrial size incinerator will allow us to properly dispose of dangerous drugs collected as evidence and prescription medication/drugs collected in our prescription drug drop off box.
3. We have submitted for a NCHIP grant (National Criminal History Improvement Program). The project title is "Information Technology and Communication." This grant

will allow us to upgrade our computer software and purchase much needed up-to-date equipment.

4. We have submitted a grant with Fire House Subs or safety equipment.
5. Officer Daniel Walker has put in a notice of resignation. He has given his two weeks' notice and his last day will be November 20, 2021.
6. Randy McCormick will be joining the Springerville Police Department as an academy recruit starting the first week in January, 2022.
7. Animal Control Officer Shane Phillips has taken of the responsibility of Town Code Enforcement.



Town Council Agenda Staff Report

11-2021

Mayor & Council Report for Public Works

Projects Completed in October/November 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
- Cemetery- Funerals
- Business Banners hung on poles along Main Street and South Mountain Ave.
- Preparation and decoration for upcoming holiday events

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)
- Painting the Senior Center
- Sidewalk repairs/ replacement
- Hiring 1 open positions

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller / Town Clerk
DATE: 11/17/2021
SUBJECT: Consent Item(s)

SUGGESTED MOTIONS:

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

OR

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

STAFF REPORT

Please see attached documentation.



DRAFT

TOWN COUNCIL REGULAR MEETING

Minutes

Wednesday, October 20, 2021 at 6:00 pm

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Springerville, AZ 85938

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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 6:00 p.m. Robin Aguero led the pledge of allegiance.

2. ROLL CALL:

Minutes:

Heidi Wink - Finance Director completed a roll call on behalf of the Town Clerk.
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:

Minutes:

Brian Carpenter with the Senior Center addressed the Mayor and Council. He updated on the recent trips that he took the seniors on including a trip to New Mexico, a trip to Apache Junction, and a trip to Laughlin.
Mike Nuttall with Better World BBQ and the Rib Throw Down event. He provided

Council with a datasheet from the event. He reviewed the data with Council including the event had 49 teams this year and 14 teams in the Kids Q. They cooked over 400 racks of ribs and sold out again. Through fundraising with raffles and everything at the event, they were able to raise \$25,000. He listed the charities/ organizations they will be contributing the funds to this year. They spent over \$11,000 locally with receipt proof. They are still in progress with their 501-C3 and working with the UTV Jamboree. He thanked the Council and the Town for their support.

Mitchell Udall a resident of Springerville addressed the Mayor and Council. He is disappointed in the Town's decisions regarding marijuana. He said the public has shown up to numerous meetings and voiced that they are against it in this community and feels Council is still pursuing it. Councilor Reidhead interrupted Mr. Udall and defended the Council that they are simply following Statutes on holding all the meetings prior to making a decision. He stated he is also frustrated with how people in the community are being treated specifically the former Fire Chief Pena. He is disappointed his contract was not renewed and feels he was not treated with kindness and fairness. He feels it was because of nepotism and in his opinion there was no nepotism with him being related to his son. Mr. Udall stated that he doesn't feel it's right that we have family members on Town Council and Planning and Zoning. He feels Chief Pena needs to be given the opportunity to accept his position back as Fire Chief because the Town is being closed-minded. He will be following up with this issue and what can be done about it.

4. COUNCIL, MANAGER AND STAFF REPORTS:

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

Minutes:

Mayor Hanson updated that he and Mr. Collopy met with Senator Kelly, they discussed forest restoration and water issues. They will be attending a Managers, Mayors, and Councilmembers meeting in Show Low tomorrow. Mayor Hanson presented Heidi Wink with a clock as a symbol of appreciation from the Council and staff for serving as the Interim Town Manager.

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

Minutes:

Christopher Collopy the new Town Manager thanked the Council for the opportunity to help Springerville. He has met some wonderful people here. The staff has been very welcoming and easy to work with. He said we will get through the issues. He updated that it was nice to meet Senator Kelly to discuss the water litigation and the Forest Service. He also met with all of the Town / City Managers, they meet every other month for the purpose of being resources to each other. He stated they held interviews for the Fire Chief position today and will continue to go through the selection process. He updated that we are still looking at applications for the Planning and Zoning position.

c. Staff Reports: Summary Updates

Minutes:

Chief of Police Dayson Merrill updated that one of our Sergeants has retired. We are now hiring for that position and we have a couple of candidates. The department also tentatively has a cadet to send to the police academy next semester.

5. CONSENT ITEMS:

Minutes:

ACTION: Robert MacKenzie / Shelly Reidhead motioned to adopt consent items 5a, 5b, 5c, 5d, and 5e as presented.

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 0

- a. Consider approval of NACOG Area Agency on Aging contract update.
- b. Consider approval of the Annual NACOG headstart contract.
- c. Consider approval of September 24, 2021, Special Council Meeting Minutes.
- d. Consider approval of September 22, 2021, Special Council Meeting Minutes.
- e. Consider ratification and approval of accounts payable register from 9/14/2021-10/12/2021.

6. OATH OF OFFICE- NEW TOWN MANAGER:

Minutes:

Mayor Hanson administered the Oath of Office for the new Town Manager Christopher Collopy.

7. PUBLIC HEARINGS:

a. Liquor License Application - Safire Restaurant

Minutes:

ACTION: Robert MacKenzie/ Shelly Reidhead motioned to go into a public hearing to take public and Council comments on item 7a.

VOTE: Ayes 4/Nays 0

PUBLIC HEARING COMMENTS ON LIQUOR LICENSE APPLICATION: Mayor Hanson asked Shelly Reidhead if this was the existing liquor license for The Safire. She said yes, they purchased the restaurant a year ago and are now getting to change of ownership of the liquor license. No public comment.

b. Fee Schedule Changes - Event Rentals & Casa Tours

Minutes:

FIRST ACTION: Robert MacKenzie / Richard Davis motioned to go into a public hearing to take Council and Public comment on 7b.

FIRST VOTE: Ayes 4 / Nays 0

PUBLIC HEARING COMMENTS ON FEE SCHEDULE CHANGES: Finance Director Heidi Wink explained this is to update fees for Casa Malpais Tours and add the

Event Trailer fees. No public comment.

SECOND ACTION: Robert MacKenzie / Shelly Reidhead motioned to close the public hearings and go back into the regular meeting.

SECOND VOTE: Ayes 4 / Nays 0

OLD BUSINESS

None

NEW BUSINESS

8. AIRPORT LEASE AGREEMENT:

Minutes:

DISCUSSION: Town Manager Collopy and Town Attorney Henry let Council know that staff is requesting this item be tabled. We are still making revisions and having discussions and hope to bring this item back at the next regular Council meeting.

ACTION: Shelly Reidhead/ Richard Davis motioned to table item 8 regarding the Moreman Family Trust airport lease.

Vote results:

Ayes: 4 / Nays: 0

9. Liquor License Application:

Minutes:

Councilor Shelly Reidhead declared a Conflict of Interest and recused herself from this item.

ACTION: Robert MacKenzie/ Richard Davis motioned to approve the liquor license application for Miguel Gonzalez Toquinto.

DISCUSSION: The AZ Department of Liquor License Application 161144 from Miguel Toquinto for a #6 Bar transfer of ownership at the location of 411 East Main Street was reviewed.

Vote results:

Ayes: 3 / Nays: 0

10. RESOLUTION 2021-R008:

Minutes:

Mayor Hanson completed the reading of Resolution 2021-008.

ACTION: Richard Davis/ Shelly Reidhead motioned to approve Resolution 2021-R008, regarding updating the fee schedule for fees related to event rental services and increasing rates for Casa Malpais Tours.

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 0

11. RESOLUTION 2021-R007:

Minutes:

Mayor Hanson completed the reading of Resolution 2021-007.

ACTION: Robert MacKenzie / Richard Davis motion to adopt Resolution 2021-R007, regarding the submission and acceptance of the Indian Gaming Revenue Sharing Grant on behalf of the Round Valley Boys and Girls Club.

DISCUSSION: Finance Director Heidi Wink explained this is just a pass through.

Vote results:

Ayes: 4 / Nays: 0

12. EXECUTIVE SESSION:

Minutes:

FIRST ACTION: Robert MacKenzie motioned to enter into Executive Session at 6:30 p.m.

FIRST VOTE: Ayes 4 / Nays 0

SECOND ACTION: Robert MacKenzie/ Shelly Reidhead motioned to leave Executive Session and enter back into regular session at 7:01 p.m.

SECOND VOTE: Ayes 4 / Nays 0

13. POSSIBLE ACTION AS A RESULT OF EXECUTIVE SESSION:

Minutes:

No action was taken.

14. ADJOURNMENT:

Minutes:

ACTION: Robert MacKenzie / Richard Davis motioned to adjourn at 7:03 p.m.

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 0

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TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

Council Meeting November 17, 2021

Check Register

10/13/21 thru 11/08/21 Accounts Payable Expenses	\$137,688.20
Pay Period End 10/09/21 & 10/23/21	\$131,193.85
Total Expensed Dollar Amount for Consent Agenda	\$268,882.05
Total Revenue Received 10/13/21 thru 11/08/21	\$495,300.99

Balances on all cash accounts as of November 8, 2021

Checking Account	\$5,666,344.99
LGIP Savings	\$3,032,480.07

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
10/20/2021	98114	Virtower LLC	Monthly Access	400.00- V	04-180-5025
10/13/2021	98626	Apache Co Treasurer	Sept 2021 Docket Fees	13.74	01-000-2011
10/13/2021	98627	AZ Dept of Corrections(M)	Inmate Milage-Parks & Cemetary	21.63	01-160-5077
10/13/2021	98627	AZ Dept of Corrections(M)	Inmate MilageHURF	50.45	02-170-5077
10/13/2021	98627	AZ Dept of Corrections(M)	Inmate Milage-Water	28.84	10-210-5077
10/13/2021	98627	AZ Dept of Corrections(M)	Inmate Milage-Sewer	21.63	11-215-5077
10/13/2021	98627	AZ Dept of Corrections(M)	Inmate Milage-Senior Center	21.63	22-270-5077
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 MC	67.88	01-105-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 Mag	50.32	01-110-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 Admin	63.54	01-115-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 Fin	43.49	01-120-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 P&Z	89.03	01-125-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 PD	4,095.15	01-130-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 AC	187.70	01-135-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 Fire	929.69	01-140-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 Bld Main	250.68	01-145-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 HC/Casa	91.41	01-150-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 Shop	88.76	01-155-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 Park	151.07	01-160-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 HURF	1,942.90	02-170-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 SC	494.38	03-175-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 AP	562.34	04-180-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21 Water	804.57	10-210-5006
10/13/2021	98628	AZ Municipal Risk Retention Pool	Work Comp July 21 - Sept 21	665.09	11-215-5006
10/13/2021	98629	AZ State Treasurer	Magistrate Payable Sept 2021	2,101.38	01-000-2011
10/13/2021	98630	Brewer Law Office	Indigent Defense Attorney Fees - Sept	145.00	01-106-5055
10/13/2021	98631	Brown & Brown Law Offices	Sept 2021 Water Adjudication	4,205.62	10-210-5033
10/13/2021	98632	Mohave Environmental Lab corp	Efficient Outfall	160.00	11-215-5123
10/13/2021	98632	Mohave Environmental Lab corp	Monitoring Well	255.00	11-215-5123
10/13/2021	98633	Pierce Coleman PLLC	Legal Services for Sept 2021	144.00	01-106-5131
10/13/2021	98634	Quill	7500 Count Window Envelopes PO#10233	81.52	10-210-5009
10/13/2021	98634	Quill	7500 Count Window Envelopes PO#10233	81.52	01-120-5009
10/13/2021	98634	Quill	7500 Count Window Envelopes PO#10233	65.21	01-125-5009
10/13/2021	98634	Quill	7500 Count Window Envelopes PO#10233	48.91	01-150-5009
10/13/2021	98634	Quill	7500 Count Window Envelopes PO#10233	48.91	01-115-5009
10/13/2021	98635	RJ's Plumbing	Airport Rd house Water Heater Repair PO#10285	190.75	01-145-5062
10/13/2021	98636	Shamrock Foods Co	Foam Containers PO#10243	31.18	14-230-5089
10/13/2021	98636	Shamrock Foods Co	Food General PO#10243	523.17	14-230-5060
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone-Admin Nov 2021	119.59	01-115-5016

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- Finance Nov 2021	119.59	01-120-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- P&Z Nov 2021	59.80	01-125-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- PD Nov 2021	418.58	01-130-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- Fire Nov 2021	59.80	01-140-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- HC Nov 2021	119.59	01-150-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- HURF Nov 2021	239.19	02-170-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- AP Nov 2021	59.80	04-180-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- Water Nov 2021	29.90	10-210-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- Sewer Nov 2021	29.90	11-215-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- SC Nov 2021	59.80	16-240-5016
10/13/2021	98637	Sunstate Technology Group	TOS - VoIP telephone- SC Nov 2021	59.80	17-245-5016
10/13/2021	98638	Whitney Wiltbank	Water Deposit Refund- Wiltbank PO#10288	28.47	10-000-2025
10/20/2021	98639	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	18.75	01-160-5077
10/20/2021	98639	AZ Dept of Corrections	Inmate Labor - HURF	43.75	02-170-5077
10/20/2021	98639	AZ Dept of Corrections	Inmate Labor - Water	25.00	10-210-5077
10/20/2021	98639	AZ Dept of Corrections	Inmate Labor - Sewer	18.75	11-215-5077
10/20/2021	98639	AZ Dept of Corrections	Inmate Labor - Senior Center	18.75	22-270-5077
10/20/2021	98640	Bashas	General Food PO#10143	21.42	20-260-5060
10/20/2021	98641	Dayson Merrill	Per Diem AACOP PO#9838	120.00	01-130-5017
10/20/2021	98642	Frontier	2555 - Admin	84.82	01-115-5016
10/20/2021	98642	Frontier	2555 - Finance	19.28	01-120-5016
10/20/2021	98642	Frontier	2555 - Planning & Zoning	19.28	01-125-5016
10/20/2021	98642	Frontier	2555 - Police	154.22	01-130-5016
10/20/2021	98642	Frontier	2686/3483 - Fire	200.00	01-140-5016
10/20/2021	98642	Frontier	2555 - Heritage Center	19.28	01-150-5016
10/20/2021	98642	Frontier	2555/5016 - HURF	96.97	02-170-5016
10/20/2021	98642	Frontier	5197/5746 - Airport	321.91	04-180-5016
10/20/2021	98642	Frontier	2555 - Water	38.56	10-210-5016
10/20/2021	98642	Frontier	2555 - Sewer	30.84	11-215-5016
10/20/2021	98643	Killum Pest Control	Pest Control - FD/AC/PD/TH	180.00	01-145-5062
10/20/2021	98643	Killum Pest Control	Pest Control - Airport	45.00	04-180-5062
10/20/2021	98643	Killum Pest Control	Pest Control - PW	45.00	02-170-5062
10/20/2021	98643	Killum Pest Control	Pest Control - WW	45.00	11-215-5062
10/20/2021	98643	Killum Pest Control	Pest Control - SC	45.00	16-240-5062
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Admin	307.26	01-115-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Finance	22.25	01-120-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Planning & Zoning	14.83	01-125-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Police	440.29	01-130-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Animal Control	60.03	01-135-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Fire	178.61	01-140-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Heritage Center	299.12	01-150-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Mechanic Shop	80.03	01-155-5021

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10/20/2021	98644	Navopache Electric Co-Op	Electricity - Parks & Cemetary	567.97	01-160-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - HURF	2,623.27	02-170-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Airport	907.26	04-180-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Water	4,085.60	10-210-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - Sewer	2,276.51	11-215-5021
10/20/2021	98644	Navopache Electric Co-Op	Electricity - ToE Senior Center	501.12	22-270-5021
10/20/2021	98645	Perkins Cinders, Inc	2 Truck Loads of Cinders PO#9972	910.81	02-170-5080
10/20/2021	98646	Phil Stratton Electric, Inc	New Motor- Installed and Programed PO#9984	2,482.50	10-210-5061
10/20/2021	98647	The Rigg Law Firm PLLC	Prosecution Fees - Sept 2021 PO#10291	600.00	01-106-5068
10/20/2021	98648	Xerox Corporation	WC7328 Billable prints and copies Sept 2021	18.51	01-130-5014
10/20/2021	98649	Virtower LLC	Monthly Access	400.00	04-180-5025
10/27/2021	98651	Afiac	Afiac Payable	173.22	01-000-2024
10/27/2021	98652	Business Solutions Group LLC	W2 / 1099 Forms	181.05	01-120-5019
10/27/2021	98653	Dana Kepner Company	Copper Shut Off Tool- PO#9968	298.77	10-210-5073
10/27/2021	98654	GreatAmerica Financial Svcs	TH Lanier Lease Principal 015-1446074-000	400.51	01-115-5093
10/27/2021	98654	GreatAmerica Financial Svcs	TH Lanier Lease Interest 015-1446074-000	36.46	01-115-5094
10/27/2021	98654	GreatAmerica Financial Svcs	Color Copies - Admin	11.07	01-115-5019
10/27/2021	98654	GreatAmerica Financial Svcs	Color Copies - Finance	3.63	01-120-5019
10/27/2021	98654	GreatAmerica Financial Svcs	Color Copies - P&Z	19.36	01-125-5019
10/27/2021	98654	GreatAmerica Financial Svcs	Color Copies - Heritage	10.23	01-150-5019
10/27/2021	98654	GreatAmerica Financial Svcs	Color Copies -HURF	4.03	02-170-5019
10/27/2021	98654	GreatAmerica Financial Svcs	SC Lanier lease interest 015-1449186-000	10.42	16-240-5094
10/27/2021	98654	GreatAmerica Financial Svcs	SC Lanier Lease Principle 015-1449186-000	114.47	16-240-5093
10/27/2021	98655	JCG Technologies	Annual Support Subscription for council recording system	450.00	01-105-5025
10/27/2021	98656	LegalShield	Prepaid Legal Oct21	42.85	01-000-2019
10/27/2021	98657	Mohave Environmental Lab corp	Microbiological Water Test x8	280.00	10-210-5123
10/27/2021	98657	Mohave Environmental Lab corp	Fecal Coliform x4	140.00	11-215-5123
10/27/2021	98657	Mohave Environmental Lab corp	Courier Service x4	80.00	11-215-5123
10/27/2021	98658	Petty Cash	DG- Bulbs for Gift Shop PO#10269	2.18	01-150-5030
10/27/2021	98658	Petty Cash	Davis- Safety Goggles PO# 10269	7.63	01-150-5088
10/27/2021	98658	Petty Cash	Safeway- Water for Casa PO#10269	5.15	01-150-5060
10/27/2021	98658	Petty Cash	Western Drug- Fabric and Poster Brd PO#10269	14.26	01-150-5020
10/27/2021	98658	Petty Cash	Davis- Play Sand PO#10269	6.54	01-150-5020
10/27/2021	98658	Petty Cash	DT - Brushes PO#10269	2.18	01-150-5020
10/27/2021	98658	Petty Cash	DT- Log Notebooks PO#10269	2.18	01-150-5009
10/27/2021	98658	Petty Cash	Safeway- Trash Bags PO#10269	4.35	01-145-5059
10/27/2021	98658	Petty Cash	Safeway-Water PO#10269	6.18	01-150-5060
10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct Admin	48.12	01-115-5010
10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct Finance	34.95	01-120-5010
10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct P&Z	35.46	01-125-5010
10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct PD	18.32	01-130-5010
10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct HC	3.18	01-150-5010

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10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct HURF	217.08	02-170-5010
10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct AP	12.93	04-180-5010
10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct Water	216.16	10-210-5010
10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct Sewer	215.00	11-215-5010
10/27/2021	98659	Pitney-Bowes Purchase Power	Postage Oct Fire	5.30	01-140-5010
10/27/2021	98660	Quill	Paper Allocation	114.21	01-115-5009
10/27/2021	98660	Quill	Paper Allocation	228.41	01-120-5009
10/27/2021	98660	Quill	Paper Allocation	304.53	01-125-5009
10/27/2021	98660	Quill	Paper Allocation	152.28	01-130-5009
10/27/2021	98660	Quill	Paper Allocation	38.07	01-140-5009
10/27/2021	98660	Quill	Paper Allocation	152.28	01-150-5009
10/27/2021	98660	Quill	Paper Allocation	114.21	02-170-5009
10/27/2021	98660	Quill	Paper Allocation	152.28	16-240-5009
10/27/2021	98660	Quill	Paper Allocation	114.21	04-180-5009
10/27/2021	98660	Quill	Paper Allocation	76.14	10-210-5009
10/27/2021	98660	Quill	Paper Allocation	76.14	11-215-5009
10/27/2021	98661	Rhinehart Oil Co. , LLC	Credit	4.16-	11-215-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-047462-21/CP-050480-21	37.84	01-155-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-047462-21/CP-050480-21	94.72	01-160-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-047462-21/CP-050480-21	74.90	02-170-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-047462-21/CP-050480-21	124.27	10-210-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-047462-21/CP-050480-21	130.52	11-215-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-046996-21/CP-050479-21	79.59	13-225-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-046996-21/CP-050479-21	79.59	15-235-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-046996-21/CP-050479-21	79.59	42-365-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-050485-21	70.88	01-150-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-047388-21	46.74	04-180-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-047478-21/CP-050481-21	814.84	01-130-5011
10/27/2021	98661	Rhinehart Oil Co. , LLC	CP-047478-21/CP-050481-21	124.20	01-135-5011
10/27/2021	98662	Town of Eagar	1/2 NPC Electric Sept PO10294	110.01	01-115-5048
11/03/2021	98663	Albertsons / Safeway	General Food PO#10238	45.31	20-260-5060
11/03/2021	98663	Albertsons / Safeway	General Good- non Parishable PO#10244	7.99	20-260-5089
11/03/2021	98663	Albertsons / Safeway	General Food PO#10241	7.19	20-260-5060
11/03/2021	98663	Albertsons / Safeway	General Food PO#10241	33.49	20-260-5060
11/03/2021	98663	Albertsons / Safeway	General Food PO#10243	28.43	14-230-5060
11/03/2021	98663	Albertsons / Safeway	General Food PO#10243	40.25	14-230-5060
11/03/2021	98663	Albertsons / Safeway	General Food PO#10244	100.71	15-235-5060
11/03/2021	98663	Albertsons / Safeway	General Food PO#10244	10.78	55-430-5060
11/03/2021	98663	Albertsons / Safeway	General Food PO#10244	31.63	15-235-5060
11/03/2021	98663	Albertsons / Safeway	General Food PO#10247	28.50	15-235-5060
11/03/2021	98663	Albertsons / Safeway	General Food PO#10249	25.45	15-235-5060
11/03/2021	98664	American Legion Post #30	2021 Annual Christmas Party	2,040.00	01-105-5020

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11/03/2021	98665	Apache Co Board of Supervisor	Monthly Payment Nov 2021	3,356.25	01-110-5056
11/03/2021	98666	Ascent Aviation Group, Inc.	Ref#M257742 Coalescer Element backorder	489.60	04-180-5061
11/03/2021	98666	Ascent Aviation Group, Inc.	Equipment Rental	350.00	04-180-5023
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- Admin	32.46	01-115-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- Finance	12.67	01-120-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- P&Z	12.67	01-125-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- PD	12.67	01-130-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- AC	27.90	01-135-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- Fire	54.90	01-140-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- HC	25.30	01-150-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- Parks	53.90	01-160-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- HURF	44.00	02-170-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- AP	54.90	04-180-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- Water	44.00	10-210-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- Sewer	54.90	11-215-5018
11/03/2021	98667	Blue Hills Env Assn Inc.	Nov 2021 Services- SC	54.90	22-270-5018
11/03/2021	98668	Blue360 Media	AZ Criminal & Traffic Guide PO#9828	302.79	01-130-5019
11/03/2021	98669	Boys & Girls Club of RV	Passthrough Grant PO#10300	42,000.00	42-000-2112
11/03/2021	98670	Car Quest	Credit Amt - return	76.37-	04-180-5061
11/03/2021	98670	Car Quest	Battery x2 PO#9976	353.46	04-180-5061
11/03/2021	98671	Davis Hardware	Antifreeze x 6 PO#9981	22.91	01-160-5062
11/03/2021	98671	Davis Hardware	Lampholders x 2	10.02	10-210-5062
11/03/2021	98671	Davis Hardware	Fuses for Fuek System PO#10194	3.70	04-180-5061
11/03/2021	98671	Davis Hardware	Discount Credit per statement	32.79-	10-210-5062
11/03/2021	98672	Frank Cassidy P.C.	Legal services for Oct 2021	195.00	01-106-5131
11/03/2021	98673	Freightliner of Arizona. LLC	Repair of Fire Engine PO#10289	31,558.94	01-140-5061
11/03/2021	98674	GFOAZ	Annual FY 21/22 Membership-Heidi Wink	60.00	01-120-5025
11/03/2021	98675	Beth Conlin	Pottery Bowl PO#10272	5.07	01-000-2006
11/03/2021	98675	Beth Conlin	Greeting Card PO#10272	4.20	01-000-2006
11/03/2021	98675	Beth Conlin	Pottery Bowl PO#10272	5.95	01-000-2006
11/03/2021	98676	David, Verna	Silk Flower Arrangement PO#10271	35.00	01-000-2006
11/03/2021	98676	David, Verna	Pottery PO#10271	45.00	01-000-2006
11/03/2021	98676	David, Verna	Sand Painting PO#10271	25.00	01-000-2006
11/03/2021	98676	David, Verna	Necklace PO#10271	25.20	01-000-2006
11/03/2021	98677	James R. Terrell	Framed Photo "Dew Drop" PO#10270	52.50	01-000-2006
11/03/2021	98678	Napa Auto Parts	Oil Filter/Oil PO#9975	98.43	11-215-5024
11/03/2021	98678	Napa Auto Parts	Air Filter PO#9975	40.48	11-215-5024
11/03/2021	98678	Napa Auto Parts	Credit for Core Deposit on Invoice #129638 9/8/21	48.00-	11-215-5024
11/03/2021	98678	Napa Auto Parts	Fluids/Filters PO#9975	340.94	02-170-5061
11/03/2021	98678	Napa Auto Parts	Stiction Eliment PO#9975	30.54	10-210-5061
11/03/2021	98678	Napa Auto Parts	Chain Oil PO#9975	42.09	10-210-5061
11/03/2021	98678	Napa Auto Parts	50/50 PO#9975	10.43	02-170-5061

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11/03/2021	98678	Napa Auto Parts	Solenoid PO#9975	26.38	02-170-5024
11/03/2021	98678	Napa Auto Parts	Oil Filter/Oil PO#9975	91.70	01-130-5024
11/03/2021	98678	Napa Auto Parts	Fogger/Filter PO#9975	17.23	01-130-5024
11/03/2021	98678	Napa Auto Parts	Starting Fluid PO#9975	6.18	04-180-5024
11/03/2021	98679	NBA Bank Card Center	HW - Mouse Pad PO#10261	3.26	01-115-5009
11/03/2021	98679	NBA Bank Card Center	HW - Candy for TH PO#10290	20.60	01-115-5030
11/03/2021	98679	NBA Bank Card Center	KM - Bulk Candy PO#10266	96.30	01-115-5020
11/03/2021	98679	NBA Bank Card Center	KM - Halloween Glow Sticks PO#10266	79.00	01-130-5020
11/03/2021	98679	NBA Bank Card Center	KM - 5 yr Recog S. Seils PO#10267	47.80	01-115-5057
11/03/2021	98679	NBA Bank Card Center	KM - Clock H. Wink PO#10267	71.84	01-105-5020
11/03/2021	98679	NBA Bank Card Center	KM - Business Cards C. Collopy PO#10267	42.00	01-115-5019
11/03/2021	98679	NBA Bank Card Center	KM - Indeed Posting for P&Z PO#10267	34.19	01-125-5019
11/03/2021	98679	NBA Bank Card Center	DM - Dart Tranquilizer Pistol PO#9836	555.69	01-135-5042
11/03/2021	98679	NBA Bank Card Center	RA - Webstarant Order#69125510 PO#10239	149.22	14-230-5089
11/03/2021	98679	NBA Bank Card Center	RA - Dolly Steamboat Trip PO#10236	212.00	16-240-5017
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	31.07	01-145-5062
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	32.68	11-215-5073
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	10.92	02-170-5030
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	10.90	11-215-5030
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	10.90	10-210-5030
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	50.81	01-145-5030
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	50.81	01-160-5030
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	50.81	02-170-5030
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	50.81	10-210-5030
11/03/2021	98679	NBA Bank Card Center	TR - Amazon Order PO#9973	50.82	11-215-5030
11/03/2021	98679	NBA Bank Card Center	SS - Fall Fest Prizes PO#10168	37.93	01-150-5020
11/03/2021	98679	NBA Bank Card Center	SS - USPS Mailings PO#10168	52.80	01-150-5010
11/03/2021	98679	NBA Bank Card Center	SS - Crown Awards PO#10168	63.73	01-150-5020
11/03/2021	98679	NBA Bank Card Center	SS - Safeway pumpkins PO#10169	92.49	01-150-5020
11/03/2021	98679	NBA Bank Card Center	SS - Safeway baked goods PO#10169	63.76	01-150-5060
11/03/2021	98679	NBA Bank Card Center	SS - Smart & Final Fall Fest Supplies PO#10164	32.54	01-150-5020
11/03/2021	98679	NBA Bank Card Center	SK - Bingham Equip. Filters PO # 10192	212.98	04-180-5061
11/03/2021	98679	NBA Bank Card Center	SK - Water/Cookies PO#10190	31.87	04-180-5030
11/03/2021	98679	NBA Bank Card Center	SK - YouTube TV Oct pymt PO#10193	68.95	04-180-5025
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - Admin	64.80	01-115-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - Finance	47.81	01-120-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - P&Z	10.18	01-125-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - PD	147.05	01-130-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - AC	11.66	01-135-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - Fire	29.48	01-140-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - HC	21.55	01-150-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - Mech Shop	7.73	01-155-5004

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - Parks	12.12	01-160-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - HURF	77.58	02-170-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - SC	29.16	03-175-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - AP	32.40	04-180-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - Water	72.22	10-210-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - Sewer	64.72	11-215-5004
11/03/2021	98680	Standard Insurance Co, RA	00 156419 0003 Nov 21 - UofA SNAP Grant	25.70	55-430-5004
11/03/2021	98681	Sunstate Technology Group	Windows 10 Pro for New Employee	132.99	55-430-5027
11/03/2021	98682	Syn-Tech Systems	Annual Maintenance Plan	550.00	04-180-5061
11/03/2021	98683	The Tosca Law Firm PLC.	Legal Town Attorney Fees	1,823.10	01-106-5138
11/03/2021	98683	The Tosca Law Firm PLC.	Legal Town Attorney Fees	750.00	01-106-5138
11/03/2021	98684	TOS Municipal Property	Public Safety Building USDA Payment Nov 2021	1,678.60	01-100-5988
11/03/2021	98684	TOS Municipal Property	Fire engine loan payment to USDA Nov 2021	1,933.80	01-100-5988
11/03/2021	98685	Mike Armstrong	Water Deposit Refund- M. Armstrong PO#10401	19.23	10-000-2025
11/03/2021	98686	Valley Auto Parts	Rotella/Grease PO#9977	319.36	10-210-5061
11/03/2021	98686	Valley Auto Parts	Tie Downs PO#9977	36.80	02-170-5061
11/03/2021	98687	Valley Imaging Solutions	Senior Center Machine - Contract	31.62	16-240-5061
11/03/2021	98688	White Mountain Publishing LLC	Legal Publication x2- Fire Ordinance 2021-003	223.19	01-140-5019
11/03/2021	98688	White Mountain Publishing LLC	RFP Cleaning ad from 8/20- due amt	12.03	01-115-5019
11/03/2021	98688	White Mountain Publishing LLC	Ad for CUP - 9/21/2021 PO#9971	87.15	01-125-5019
11/03/2021	98689	Wiltbank, Brayden	Training Per Diem for Instructor Training PO#9842	75.00	01-130-5017
Grand Totals:				<u>137,688.20</u>	

Summary by General Ledger Account Number

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO:	Springerville Town Council
FROM:	Chris Collopy, Town Manager
DATE:	11/17/2021
SUBJECT:	REDISTRICTING

A. Review and discussion

B. Resolution 2021-R009

SUGGESTED MOTIONS:

A. No action

B. I move we approve Resolution 2021-R009, regarding supporting the proposed redistricting map.

(Mayor please read or delegate the title of the Resolution to be read)

OR

I move we do not approve or I move we table the item

STAFF REPORT

Please read the attached documents, resolution, and review the proposed maps.

EASTERN RURAL AZ REDISTRICTING BACKGROUND INFORMATION

Honorable commissioners,

I am writing to you on behalf of the people of the 5 rural Eastern Counties of Graham, Greenlee, Gila, Southern Navajo and Apache. Since the pages of your website appear to be continually malfunctioning, the comment page and the mapping tool particularly, I am writing to you directly. By the evidence of your grid maps and the reports of those you are presently considering, it seems you are prepared to continue a great injustice perpetrated on the rural citizens of Eastern Arizona thoughtlessly put upon us by the previous commission.

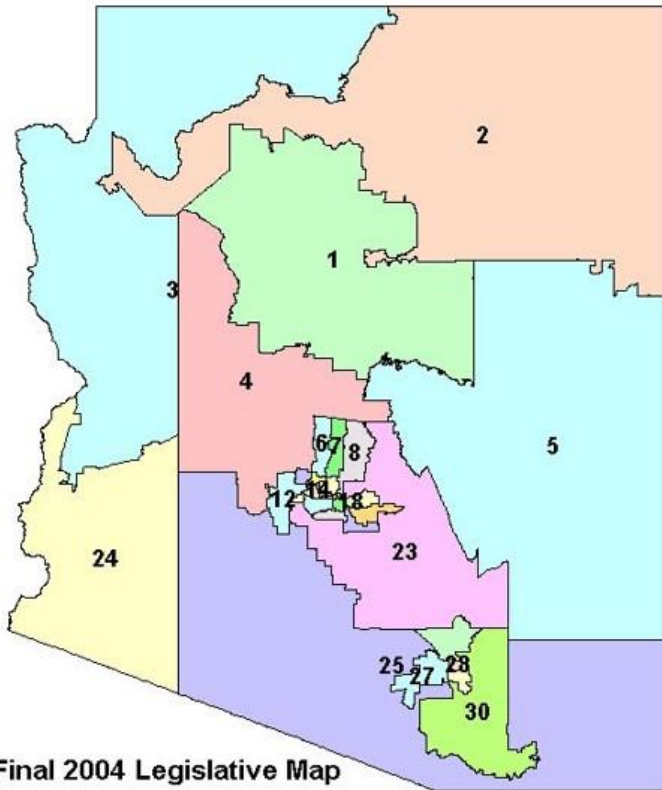
We beg you to consider our voice. We do not have the millions of Maricopa and Pima where most of the commissioners consistently originate. It is easy to ignore us for many reasons; one being that you do not have a native knowledge of our way of life. The rural areas are where the wealth of the world is produced. Raw materials are harvested through great physical labor: mining, farming, ranching, timber, etc. Our people labor for little, tolerate greater struggle and hardship, but generally enjoy far more satisfying lives. On a local level, our politics are the same: survival. Rural hospitals struggle for staff and equipment. Rural schools struggle for finance and resources. Roads are last to be paved or built despite heavy use by commuter, recreation, and industry traffic. Our infrastructure is aged and decaying, held together by band aids. When the price of copper, beef, or cotton, goes down, hundreds, perhaps even thousands will suddenly find themselves out of work or scraping by for uncertain amounts of time. When natural disasters come, fire, flooding, several feet of snow, hard freezes, our resources are limited to respond or mitigate. Property and livelihood is often lost.

The point of this is that we have a unique way of life that transcends traditional political assumptions, and it is entirely foreign to the metropolitan and urban culture and economy. We are rural people and our voice ought to be heard in the legislature just as any other. You toured Eastern Arizona once already, Eagar, Payson, Show Low, Safford, and the satellite locations. You heard a common and united voice even from the least informed citizen that our region's united voice ought to once again be heard in the state legislature. We implore you to reunite the 5 Eastern Counties District.

Although we present here a base concept from which to work, it is the 5 core counties and the Hwy 77 corridor that matter most. Where you draw from after that, as long as it is rural, is of no contention; northern Cochise, further into eastern Pinal, or Southeastern Yavapai.

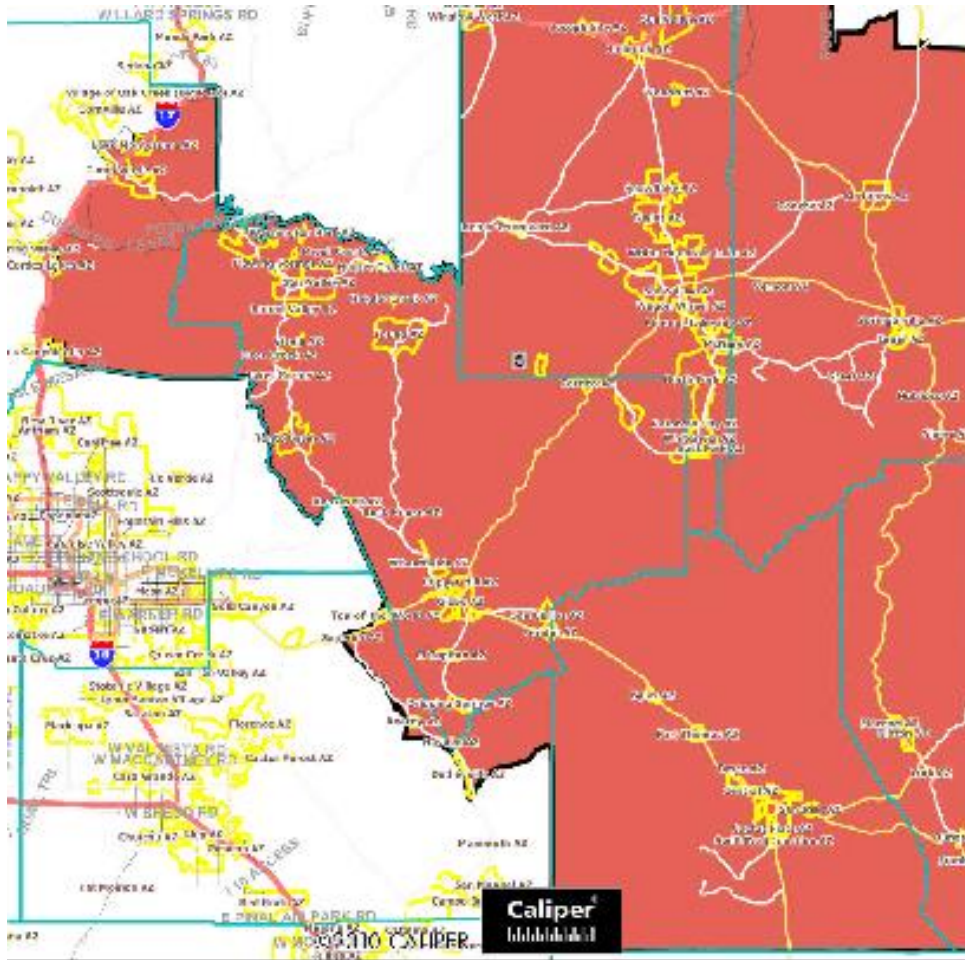
For you to understand the background of the redistricting as it effects our 5 Eastern Counties, the following is a brief history and informational explanation of the 5+ Eastern Counties Legislative District Proposal:

2001-2010 LEGISLATIVE DISTRICT: 5 RURAL EASTERN COUNTIES.



The map above in the area marked “5” is the original Eastern Rural Legislative District developed by the Redistricting Commission. It was composed of all or part of the 5 eastern counties: Gila, Graham, Greenlee, Navajo, and Apache. The later two were truncated at the Navajo Reservation line. Hayden and Winkelman of the southern tip of Gila County were placed into greater Pinal County (LD 23 at the time). The San Carlos Apache and White Mountain Apache Nations were included with the five eastern counties.

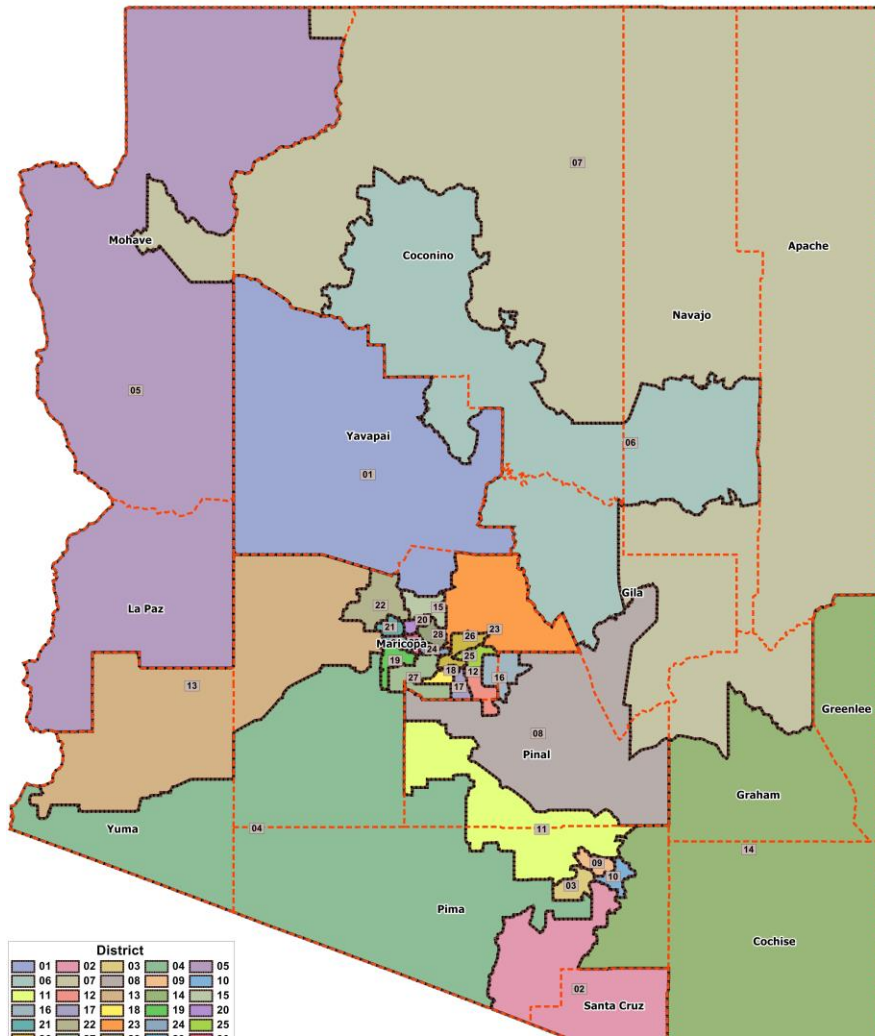
2011 LEGISLATIVE DISTRICT PROPOSAL: KEEP RURAL AZ UNITED



During the 2011 redistricting, concerned citizens in Eastern AZ began a grassroots effort to advocate keeping our rural district largely unchanged. Due to population increase in the state, but unchanged or loss of population in the rural areas, we had to include additional population areas. With the intent of abiding by the objective of uniting rural communities with natural resource culture and economies, we proposed adding the Copper Corridor communities of Superior, Kearney, Hayden, and Winkelman, as well as the Verde Valley, largely composed of Camp Verde.

15 cities and towns across the proposed region adopted resolutions in support of it. These included: Miami, Globe, Pima, Duncan, Hayden, Winkelman, Superior, Show Low, Pinetop-Lakeside, Snowflake, Winslow, Eagar, Springerville, St. Johns, and Camp Verde. If we had more time, no doubt more governments could have joined the movement.

2011-2020 LEGISLATIVE DISTRICTS: RURAL EASTERN AZ SPLINTERED AMONG URBAN CENTERS

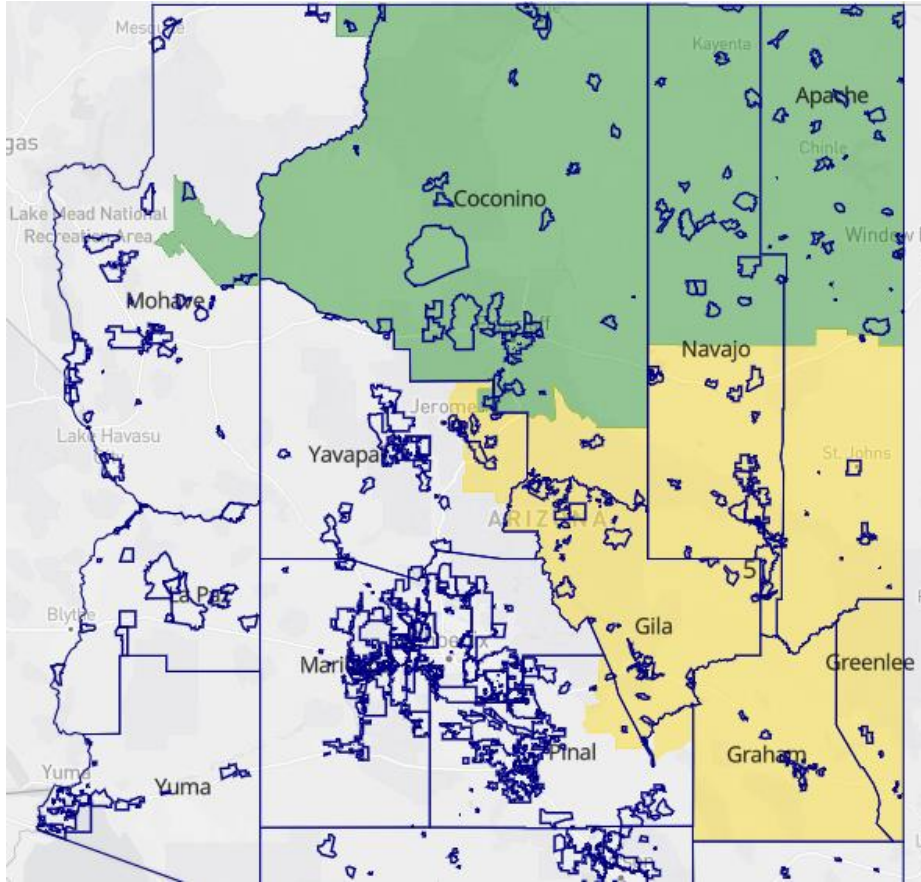


Despite our efforts, our appeal was dismissed by the previous Commission. The result was an incomprehensible scribbling, disregarding one of the fundamental requirements for district mapping, following a grid pattern. Graham and Greenlee were placed with Sierra Vista and eastern Tucson outskirts; southern Gila was placed with Casa Grand and Santan; northern Gila and central Navajo were joined to Flagstaff; southern Apache and Navajo counties were used as a land bridge to create a majority American Indian district, joining the White Mountain and San Carlos Apache Nations with the previous decade's district that combined the Navajo, Hopi, and Yavapai Apache reservations.

For Rural Arizona, nothing is truer than Communities of Interest. Above partisan politics, our rural way of life and the unique challenges that brings, our communities share a common identity. From the forests of the White Mountains to the farms of the Gila Valley, from Morenci Mine to the Ray Mine, from the Verde River to the Gila River, whether you're standing on a

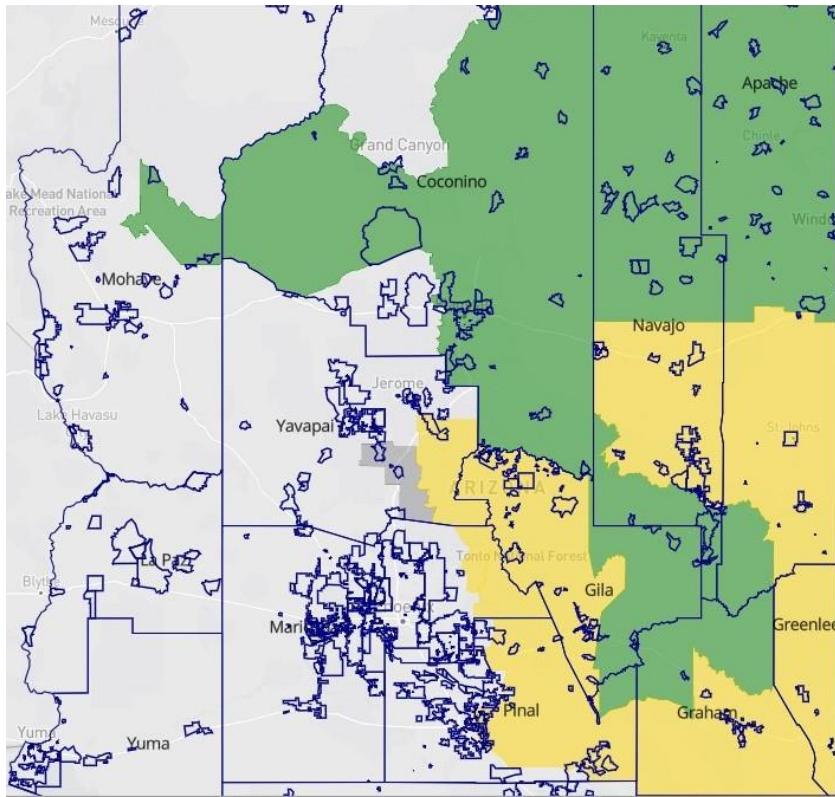
corner in Winslow Arizona, or you stop for coffee in downtown Globe on a *Midnight Run*, our communities share an identity dating back to the 1870s and before.

2021 LEGISLATIVE DISTRICT PROPOSAL: 5+ EASTERN COUNTIES



The target population this decade is approximately 238,000. Two map concepts are being proposed to the Commission for consideration. The difference depends on how the San Carlos and White Mountain Apache Nations decide to be districted; with the Navajo and Hopi, or with Eastern Arizona.

A) Includes the 5 Eastern Counties as rendered in 2001, including the Apache Nations. Additionally, it proposes adding the communities of the Copper Corridor, namely, Superior, Kearny, Hayden, Winkelman, Dudleyville, Mammoth, and San Manuel, with surrounding areas; and the Verde Valley in the north, principally Camp Verde, with surrounding areas.



B) This version accounts for the combining of reservations as depicted both in 2001 and 2011. However, rather than subjugating any non-reservation communities to a district that shares virtually no common interest, it is proposed to connect the reservations with a more or less uninhabited area of land crossing northeastern Gila County and Southwestern Navajo County. The Coconino County communities of Flagstaff and Sedona are more suitably combined with the American Indian Nations than any rural community of Eastern Arizona.

The core of our 5 rural Eastern Counties belong united in political voice. The Rural mining towns of eastern Pinal County are largely of the same spirit and stock as the 5 east counties. Camp Verde is near also in cultural and economic relation. The core of the 5 east counties, though, call on you to reunite us. However you meet the remaining population threshold from the surrounding rural regions to the south and west, whether you wish to go into Cochise or further into Pinal, that is for you to decide. As you continue to hear from the citizens and governments of our 5+ East Counties, we implore you to not ignore us and not sacrifice our rural demographic to supplement slices of metro or population/land bridges in specialty districts.

Respectfully,

Jesse R Bryant

RESOLUTION NO. 2021-R009

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF
SPRINGERVILLE, ARIZONA, URGING THE ARIZONA INDEPENDENT
REDISTRICTING COMMISSION TO KEEP RURAL ARIZONA TOGETHER
BY CONSIDERING AND ADOPTING THE PROPOSED BASE CONCEPT
DISTRICT MAPS AS PROVIDED.**

WHEREAS, the Constitution of the United States of America orders a national census to be performed once every ten years to re-enumerate and reapportion the population of each respective state, and

WHEREAS, the Arizona Independent Redistricting Commission is charged with the work of determining said reapportionment for congressional and legislative representation within the State of Arizona, and

WHEREAS, the Arizona Constitution requires the commission to draw new district boundaries in a grid-like pattern across the state, which are compact, contiguous, and “shall respect communities of interest,” to the extent practicable, and to create politically competitive districts where doing so “would create no significant detriment to the other goals,” and

WHEREAS, this charge not ignoring, it is in the interest of the Five Eastern Rural Counties of Graham, Greenlee, Gila, Southern Navajo and Apache, and adjacent communities of the Copper Corridor and Verde Valley, to remain united in political representation; and those interests being fundamentally different in nature, economically, culturally, historically, and in policy concerns, than that of metropolitan regions and counties;

THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Springerville, Arizona do hereby join the other citizens and governments of the 5+ Eastern Counties in urging the Commission to establish the Legislative representation of this region solely rural and undivided. We do endorse and offer the attached base concept district proposal for the 5+ Eastern Counties rural legislative district for consideration and adoption by the commission.

A) The five Eastern Counties, along with greater parts of the Copper Corridor and Verde Valley, supplementing with northern Cochise, but connecting the San Carlos and White Mountain Apache nations with that of the Navajo and Hopi Nations via a strip of uninhabited territory of North Eastern Gila County and South Western Navajo County.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Springerville, Arizona, this 17th day of November, 2021.

Phil Hanson, Jr., Mayor

ATTEST:

Kelsi Miller, Town Clerk

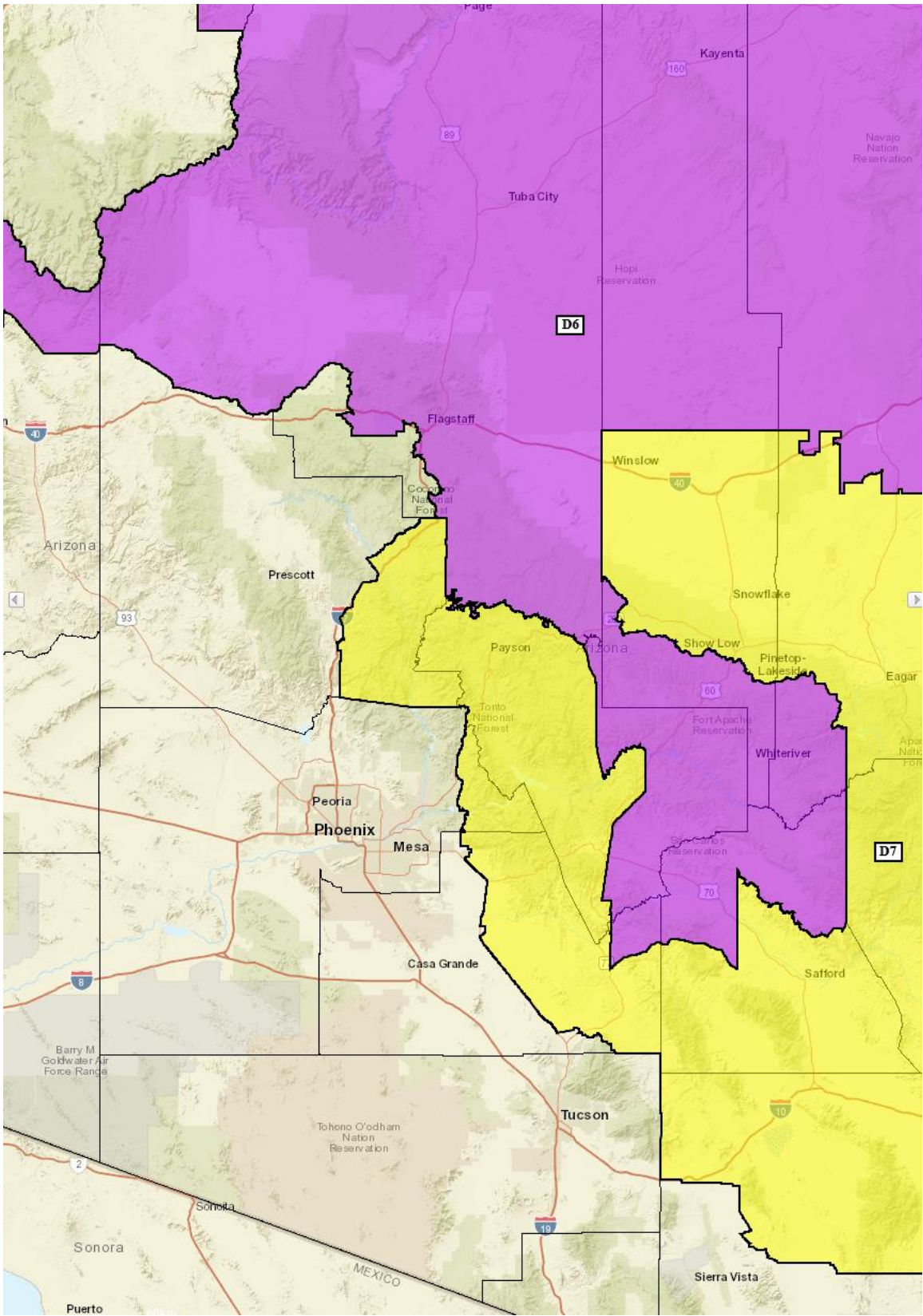
APPROVED AS TO FORM:

Tosca Henry, Town Attorney
The Tosca Law Firm, PLC

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 2021-R009 was duly passed and adopted by the Town Council of the Town of Springerville, Arizona, at a regular meeting held on the November 17, 2021, and that a quorum was present at the meeting.

Kelsi Miller, Town Clerk



Send to: Attn: AZ Independent Redistricting Commission Ircadmin@azdoa.gov

TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council
FROM: Sean Kienle, Airport Manager
DATE: 11/17/2021
SUBJECT: Airport Hangar Ground Leases

A. Moreman Family Trust

B. Mountain Gales, LLC

PROPOSED MOTIONS:

I move we approve the airport lease agreements as presented with the Moreman Family Trust and Mountain Gales, LLC.

OR

You may approve both, either, or neither.

You may also ask for changes to be made to the terms.

You may also table the items.

STAFF REPORT

Staff requests that Council consider approval of a 50 year airport ground lease for Moreman Family Trust to build a 60' x 50 foot hangar in space A5 for an annual lease rate of \$1,470.00, and a 50 year airport ground lease for Mountain Gales, LLC to build a 60' x 60' hangar in space A7 for an annual lease rate of \$1,680.00.



AIRPORT HANGAR GROUND LEASE

This agreement, made and entered into on the date indicated below by and between the Town of Springerville, an Arizona municipality, hereinafter called the Lessor, and Moreman Family Trust, hereinafter called the Lessee. Lessor and Lessee may be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Lessor owns and operates an airport known as Springerville Municipal Airport (the “Airport”) and Lessee is desirous of leasing from the Lessor a certain parcel of land on the airport, hereinafter more fully described, for the purpose of constructing a hangar.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

1. Property Description:

Hangar Parcel Number: A5 70’ wide x 70’ deep (4,900 square feet)

2. **Term:** The term of this lease shall be for a period of Fifty (50) years commencing on the ____ day of _____, 20__ (the “Effective Date”) and terminating at midnight on the ____ day of _____, 20___. Upon expiration of the term, Lessee has the option to request a renewal extension of no more than Fifty (50) years.
3. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$0.30 per square foot for the land leased, for a total annual charge of \$1,470.00, payable in advance on the Effective Date, and on each annual anniversary thereof until this lease terminates. Payments shall be due annually on the Effective Date, without further notice from the Airport.

Annual lease payments shall be made payable to *Town of Springerville* and shall be sent to:

Springerville Municipal Airport
905 W Airport Rd
Springerville, AZ 85938

Finally, the rental rate specified herein shall be subject to reexamination and readjustment as provided below.

4. **Rent Adjustments:** The Lessor shall have the option to adjust rent annually subject to the following:
 - a. Any rent adjustment shall be applied uniformly for all hangar leases at the Airport.
 - b. No adjustment shall result in rent that is more than the full year equivalent of 110% of the rent for the prior calendar year.

- c. Notice of a rent adjustment that is effective for the next annual term shall be delivered not less than sixty (60) days prior to the anniversary Effective Date year for which such adjustment shall apply.
5. **Taxes:** The Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings of the Lessee.
6. **Utilities:** The Lessee shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, water, sewer etc.) and at no time shall the Lessee use the utilities of the Lessor without the Lessor's prior written consent, nor shall the Lessee have its utility bills placed into the name of the Lessor.
7. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees which the Lessor may establish from time-to-time for Airport services and privileges.
8. **Hangar Construction:** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
9. **Hangar Use:** Hangar shall be used for an aeronautical purpose such as:
 - a. Storage of airworthy aircraft;
 - b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
 - c. Non-commercial construction of amateur-built or kit-built aircraft;
 - d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
 - e. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non-aeronautical items in the hangar provided they do not:

- f. Impede the movement of the aircraft in and out of the hangar;
- g. Displace the aeronautical contents of the hangar. A vehicle parked inside the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- h. Impede access to other aeronautical contents of the hangar; and
- i. Violate building codes or local ordinances.

Lessee shall not conduct business activities out of the hangar nor store items in support of a business without the prior written consent of the Lessor. All business activities on the Airport will require the execution of a separate Commercial Operating Agreement.

At no time shall the Lessee store any flammable material (except for fuel in the aircraft) nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the hangar, without the Lessor's prior written consent.

Lessee shall not hereafter make use of the premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.

10. Nonexclusive Rights: Lessee shall have the nonexclusive right, in common with others so authorized:

- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
- c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

11. Hangar Maintenance: The Lessee will maintain its hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat and orderly condition, and Lessee shall perform such repairs, maintenance and upkeep as the Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. In the event of fire or any other damage or casualty to structures owned by the Lessee, the Lessee shall repair, replace or remove the damaged structure, and restore the leased area to its original condition, within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

12. Obstruction Lights: Whenever determined necessary by the Lessor, the Lessee agrees to install, maintain and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.

13. Signs: No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor.

14. Auto Parking: Auto parking is allowed only in designated parking areas. Autos may not be parked outside the hangars unless in a parking area designated by the Lessor. Autos may be parked inside the hangar, subject to Section 9 (g) of this document.

15. Rules and Regulations: The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures proscribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

- 16. Security:** Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the hangar and Lessee, or Lessee's agent, is not present at the hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within a hangar.
- 17. Occupants:** No person or entity may occupy the hangar of the Lessee except the Lessee, without the prior written consent of the Lessor. However, nothing herein shall prohibit the Lessee from temporarily permitting another person or entity to temporarily store aircraft in the Lessee's hangar. It is understood that any long-term storage requires the permission of the Lessor and any entity which permits temporary storage for profit must obtain a Fixed Base Operator (FBO) permit from the Lessor.
- 18. Commercial Operations:** Nothing herein shall authorize the Lessee to conduct any business operations or to act as a FBO on the premises leased herein, unless the terms of Section 17 are met. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- 19. Airport Maintenance:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- 20. Obstructions:** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.
- 21. Airport Development:** The Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building(s), the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:
- a. The Lessor will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and
 - b. The Lessor shall, in the Lessor's sole discretion, either
 - i. Pay a third party to relocate the Lessee's building(s) to a new location on the airport, or
 - ii. pay the Lessee the fair market value of the building(s)
- 22. Snow Removal:** The Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within 10 feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from the taxiways in front of Lessee's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.

- 23. Right to Inspect:** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.
- 24. Right to Enter:** Lessor shall have the right to enter Lessee's premises without notice or permission in case of emergencies. Lessor shall not be liable to Lessee for any damages caused by Lessor's entry to Lessee's premises. Lessee may, in its sole discretion, provide Lessor keys to its premises to hold and use only in case of emergencies.
- 25. Hold Harmless:** The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from:
- a. Theft or burglary in or about the premises;
 - b. Delay or interruption in any utility service from any cause whatsoever;
 - c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
 - d. Any injury to any person or damage to any property; or
 - e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.
- 26. Insurance:** Lessee shall, during the entire term hereof and at its sole cost and expense, maintain fire and extended coverage insurance on Lessee's hangar and all furniture, fixtures, equipment and personal property owned by the Lessee located on the Airport. Lessor shall have no obligation to provide insurance for any of Lessee's personal property, or for Lessee's buildings, fixtures or equipment which may be attached to or placed upon the Lessor's real estate.
- Lessee shall, during the entire term hereof and at its sole cost and expense, maintain comprehensive general liability insurance against claims for bodily injury or death occurring in or about the premises, such insurance to afford minimum protection during the term of this Contract of not less than \$1,000,000.00 with respect to bodily injury or death to any one person and not less than \$1,000,000.00 with respect to any one accident, and of not less than \$500,000.00 for property damage. Such insurance shall name the Lessor as an additional insured and Lessee shall furnish to Lessor a certificate of any such policies of insurance required under this paragraph.
- a. The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least 30 days written notice to the Lessee.
 - b. Any insurance required to be maintained by Lessee under this section may be provided and maintained by blanket insurance covering the premises and other locations, properties and insurable interests of the Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section
- 27. Abandonment:** If the Lessee fails to use the hangar for the purpose of storing aircraft owned by the Lessee, for a continuous period of 12 months, then the Lessor may, in Lessor's sole discretion, terminate

this lease.

28. Liens and Encumbrances: The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished, or alleged to have been furnished, on the leased premises.

29. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Lessor:

Town of Springerville
905 W Airport Rd
Springerville, AZ 85938
Attn: Airport Manager

With a copy to:

Town of Springerville
418 Main Street
Springerville, AZ 85938
Attn: Town Manager

And a copy to
(which shall not constitute Notice):

The Tosca Law Firm PLC
P.O. Box 3192
Cottonwood, AZ 86326
Attn: Tosca Henry, Esq.

If to Lessee:

30. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon
 - i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.
 - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
 - iv. The making of an assignment for the benefit of creditors.
 - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice to the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply

to the Lessor for an extension of time within which to cure said violation.

- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
 - c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute
 - d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition within 90 days, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon. Abandoned structures and improvements shall become the property of the Lessor.
 - e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this agreement by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.
- 31.** Following the expiration of the Lease term, title to all buildings, structures and improvements added to the leased premises by the Lessee shall automatically vest in the Town of Springerville, absent an express, written rejection, approved by the Town Council. If the Town rejects ownership of any buildings, structures and improvements, the Lessee shall remove the buildings, structures and improvements, including all equipment and other personal property contained therein, and restore the leased property to its original condition.
- 32. Lease Transfer:** The Lessee may not assign or transfer this agreement or any interest contained herein, without the consent of the Lessor, which consent shall not be unreasonably withheld.
- 33. Subordination:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Arizona relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Arizona.
- 34. Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination,

in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

35. National Emergency: During time of War or other State or National emergency, the Lessor shall have the right to suspend this Agreement, and to turn over operation and control of the Airport to the State of Arizona and/or the United States Government. During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this Agreement so as to extend and postpone the expiration thereof.

36. Arbitration: Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute by the arbitrator(s) shall be final and binding on the parties.

37. Severability: This lease shall be construed under the laws of the State of Arizona. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

IN WITNESS WHEREOF, Lessor and Lessee have executed the Agreement to be in effect as of the date first written above and below.

LESSOR:

Town of Springerville
Springerville Municipal Airport
905 W Airport Rd
Springerville, AZ 85938

Airport Manager

Date

Town Clerk
(Seal)

LESSEE:

By: _____
Its Authorized Representative

Date



AIRPORT HANGAR GROUND LEASE

This agreement, made and entered into on the date indicated below by and between the Town of Springerville, an Arizona municipality, hereinafter called the Lessor, and Mountain Gales, LLC, hereinafter called the Lessee. Lessor and Lessee may be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Lessor owns and operates an airport known as Springerville Municipal Airport (the “Airport”) and Lessee is desirous of leasing from the Lessor a certain parcel of land on the airport, hereinafter more fully described, for the purpose of constructing a hangar.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

1. Property Description:

Hangar Parcel Number: A7 80’ wide x 70’ deep (5,600 square feet)

2. **Term:** The term of this lease shall be for a period of Fifty (50) years commencing on the ____ day of _____, 20__ (the “Effective Date”) and terminating at midnight on the ____ day of _____, 20___. Upon expiration of the term, Lessee has the option to request a renewal extension of no more than Fifty (50) years.
3. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$0.30 per square foot for the land leased, for a total annual charge of \$1,680.00, payable in advance on the Effective Date, and on each annual anniversary thereof until this lease terminates. Payments shall be due annually on the Effective Date, without further notice from the Airport.

Annual lease payments shall be made payable to *Town of Springerville* and shall be sent to:

Springerville Municipal Airport
905 W Airport Rd
Springerville, AZ 85938

Finally, the rental rate specified herein shall be subject to reexamination and readjustment as provided below.

4. **Rent Adjustments:** The Lessor shall have the option to adjust rent annually subject to the following:
 - a. Any rent adjustment shall be applied uniformly for all hangar leases at the Airport.
 - b. No adjustment shall result in rent that is more than the full year equivalent of 110% of the rent for the prior calendar year.

- c. Notice of a rent adjustment that is effective for the next annual term shall be delivered not less than sixty (60) days prior to the anniversary Effective Date year for which such adjustment shall apply.
5. **Taxes:** The Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings of the Lessee.
6. **Utilities:** The Lessee shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, water, sewer etc.) and at no time shall the Lessee use the utilities of the Lessor without the Lessor's prior written consent, nor shall the Lessee have its utility bills placed into the name of the Lessor.
7. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees which the Lessor may establish from time-to-time for Airport services and privileges.
8. **Hangar Construction:** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
9. **Hangar Use:** Hangar shall be used for an aeronautical purpose such as:
 - a. Storage of airworthy aircraft;
 - b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
 - c. Non-commercial construction of amateur-built or kit-built aircraft;
 - d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
 - e. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non-aeronautical items in the hangar provided they do not:

- f. Impede the movement of the aircraft in and out of the hangar;
- g. Displace the aeronautical contents of the hangar. A vehicle parked inside the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- h. Impede access to other aeronautical contents of the hangar; and
- i. Violate building codes or local ordinances.

Lessee shall not conduct business activities out of the hangar nor store items in support of a business without the prior written consent of the Lessor. All business activities on the Airport will require the execution of a separate Commercial Operating Agreement.

At no time shall the Lessee store any flammable material (except for fuel in the aircraft) nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the hangar, without the Lessor's prior written consent.

Lessee shall not hereafter make use of the premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.

10. Nonexclusive Rights: Lessee shall have the nonexclusive right, in common with others so authorized:

- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
- c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

11. Hangar Maintenance: The Lessee will maintain its hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat and orderly condition, and Lessee shall perform such repairs, maintenance and upkeep as the Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. In the event of fire or any other damage or casualty to structures owned by the Lessee, the Lessee shall repair, replace or remove the damaged structure, and restore the leased area to its original condition, within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

12. Obstruction Lights: Whenever determined necessary by the Lessor, the Lessee agrees to install, maintain and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.

13. Signs: No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor.

14. Auto Parking: Auto parking is allowed only in designated parking areas. Autos may not be parked outside the hangars unless in a parking area designated by the Lessor. Autos may be parked inside the hangar, subject to Section 9 (g) of this document.

15. Rules and Regulations: The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures proscribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

- 16. Security:** Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the hangar and Lessee, or Lessee's agent, is not present at the hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within a hangar.
- 17. Occupants:** No person or entity may occupy the hangar of the Lessee except the Lessee, without the prior written consent of the Lessor. However, nothing herein shall prohibit the Lessee from temporarily permitting another person or entity to temporarily store aircraft in the Lessee's hangar. It is understood that any long-term storage requires the permission of the Lessor and any entity which permits temporary storage for profit must obtain a Fixed Base Operator (FBO) permit from the Lessor.
- 18. Commercial Operations:** Nothing herein shall authorize the Lessee to conduct any business operations or to act as a FBO on the premises leased herein, unless the terms of Section 17 are met. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- 19. Airport Maintenance:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- 20. Obstructions:** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.
- 21. Airport Development:** The Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building(s), the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:
- a. The Lessor will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and
 - b. The Lessor shall, in the Lessor's sole discretion, either
 - i. Pay a third party to relocate the Lessee's building(s) to a new location on the airport, or
 - ii. pay the Lessee the fair market value of the building(s)
- 22. Snow Removal:** The Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within 10 feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from the taxiways in front of Lessee's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.

- 23. Right to Inspect:** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.
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 - b. Delay or interruption in any utility service from any cause whatsoever;
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- Lessee shall, during the entire term hereof and at its sole cost and expense, maintain comprehensive general liability insurance against claims for bodily injury or death occurring in or about the premises, such insurance to afford minimum protection during the term of this Contract of not less than \$1,000,000.00 with respect to bodily injury or death to any one person and not less than \$1,000,000.00 with respect to any one accident, and of not less than \$500,000.00 for property damage. Such insurance shall name the Lessor as an additional insured and Lessee shall furnish to Lessor a certificate of any such policies of insurance required under this paragraph.
- a. The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least 30 days written notice to the Lessee.
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this lease.

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Attn: Airport Manager

With a copy to:

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418 Main Street
Springerville, AZ 85938
Attn: Town Manager

And a copy to
(which shall not constitute Notice):

The Tosca Law Firm PLC
P.O. Box 3192
Cottonwood, AZ 86326
Attn: Tosca Henry, Esq.

If to Lessee:

30. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon
 - i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.
 - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
 - iv. The making of an assignment for the benefit of creditors.
 - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice to the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply

to the Lessor for an extension of time within which to cure said violation.

- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
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 - d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition within 90 days, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon. Abandoned structures and improvements shall become the property of the Lessor.
 - e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this agreement by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.
- 31.** Following the expiration of the Lease term, title to all buildings, structures and improvements added to the leased premises by the Lessee shall automatically vest in the Town of Springerville, absent an express, written rejection, approved by the Town Council. If the Town rejects ownership of any buildings, structures and improvements, the Lessee shall remove the buildings, structures and improvements, including all equipment and other personal property contained therein, and restore the leased property to its original condition.
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- 33. Subordination:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Arizona relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Arizona.
- 34. Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination,

in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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IN WITNESS WHEREOF, Lessor and Lessee have executed the Agreement to be in effect as of the date first written above and below.

LESSOR:

LESSEE:

Town of Springerville
Springerville Municipal Airport
905 W Airport Rd
Springerville, AZ 85938

Airport Manager

By: _____
Its Authorized Representative

Date

Date

Town Clerk
(Seal)

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 11/17/2021
SUBJECT: Contract Modification Request- USFS

SUGGESTED MOTIONS:

I move we approve the presented Contract Modification for the airport apron lease with the United States Forest Service.

I move we do not approve the presented contract modification from the United States Forest Service for the Airport apron leave.

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

STAFF REPORT

Mayor and Council,

On November 3rd I received an email from the Forest Services Washington Office requesting we sign the contract modification. The email stated “The modification is mandatory before we will be able to renew or extend the period of performance of your contract or exercise any option”. The current contract is up for renewal March of 2022. The modification request references several documents. I have also attached those.

Attachments to review:

- 1) Requested contract modification

- 2) Executive Orders referenced in modification request

- 3) Vaccination (vaccinating the unvaccinated) Information referenced in Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors

- 4) Current 2018 Contract

**File Code: 6400****Date:****Subject:** Lease Contract Modification - New Clause for Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors

NOTICE TO LESSOR,

The USDA, Forest Service (FS) appreciates the hard work and dedication of our contractors and the health and safety of our employees, contractors and their families is our top priority. In order to ensure the health and safety of the Federal workforce and contractor community, the President signed [Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors](#). The requirements in the Executive Order are being implemented via a FAR deviation. The clause in the FAR deviation will be incorporated into FS contracts via a bilateral modification.

We strongly encourage you to accept this contract modification. The modification is **mandatory** before we will be able to renew, extend the period of performance of your contract, or exercise an option.

Based on the urgency of this issue, please return the signed amendment as soon as possible, but no later than **November 14, 2021**. Once it is received the Lease Contracting Specialist will sign for the Government and return a fully executed amendment for your records.

For more information, please visit the GSA COVID website <https://gsa.gov/covid19> and The Safer Federal Workforce Task Force website <https://www.saferfederalworkforce.gov/>

Sincerely,

Enclosure: Lease Amendment



UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.
	LEASE CONTRACT No.
ADDRESS OF PREMISES	

THIS AMENDMENT is made and entered into between Town of Springerville

whose address is: 418 East Main, Springerville, AZ 85938
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS the parties hereto desire to amend the above Lease to add FAR Clause 52.223-99, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION).

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective _____ as follows:

52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

Signature: _____
Name: _____
Title: Lease Contracting Officer
Date: _____

WITNESSED FOR THE LESSOR BY:

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

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

INITIALS: _____ & _____
LESSOR LESSOR GOV'T

Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors

SEPTEMBER 09, 2021 • PRESIDENTIAL ACTIONS

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 101 et seq., and section 301 of title 3, United States Code, and in order to promote economy and efficiency in procurement by contracting with sources that provide adequate COVID-19 safeguards for their workforce, it is hereby ordered as follows:

Section 1. Policy. This order promotes economy and efficiency in Federal procurement by ensuring that the parties that contract with the Federal Government provide adequate COVID-19 safeguards to their workers performing on or in connection with a Federal Government contract or contract-like instrument as described in section 5(a) of this order. These safeguards will decrease the spread of COVID-19, which will decrease worker absence, reduce labor costs, and improve the efficiency of contractors and subcontractors at sites where they are performing work for the Federal Government. Accordingly, ensuring that Federal contractors and subcontractors are adequately protected from COVID-19 will bolster economy and efficiency in Federal procurement.

Sec. 2. Providing for Adequate COVID-19 Safety Protocols for Federal Contractors and Subcontractors. (a) Executive departments and agencies, including independent establishments subject to the Federal Property and Administrative Services Act, 40 U.S.C. 102(4)(A) (agencies), shall, to the extent permitted by law, ensure that contracts and contract-like instruments (as described in section 5(a) of this order) include a clause that the contractor and any subcontractors (at any tier) shall incorporate into lower-tier subcontracts. This clause shall specify that the contractor or subcontractor shall, for the duration of the contract, comply with all guidance for

contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance or Guidance), provided that the Director of the Office of Management and Budget (Director) approves the Task Force Guidance and determines that the Guidance, if adhered to by contractors or subcontractors, will promote economy and efficiency in Federal contracting. This clause shall apply to any workplace locations (as specified by the Task Force Guidance) in which an individual is working on or in connection with a Federal Government contract or contract-like instrument (as described in section 5(a) of this order).

(b) By September 24, 2021, the Safer Federal Workforce Task Force (Task Force) shall, as part of its issuance of Task Force Guidance, provide definitions of relevant terms for contractors and subcontractors, explanations of protocols required of contractors and subcontractors to comply with workplace safety guidance, and any exceptions to Task Force Guidance that apply to contractor and subcontractor workplace locations and individuals in those locations working on or in connection with a Federal Government contract or contract-like instrument (as described in section 5(a) of this order).

(c) Prior to the Task Force publishing new Guidance related to COVID-19 for contractor or subcontractor workplace locations, including the Guidance developed pursuant to subsection (b) of this section, the Director shall, as an exercise of the delegation of my authority under the Federal Property and Administrative Services Act, see 3 U.S.C. 301, determine whether such Guidance will promote economy and efficiency in Federal contracting if adhered to by Government contractors and subcontractors. Upon an affirmative determination by the Director, the Director's approval of the Guidance, and subsequent issuance of such Guidance by the Task Force, contractors and subcontractors working on or in connection with a Federal Government contract or contract-like instrument (as described in section 5(a) of this order), shall adhere to the requirements of the newly published Guidance, in accordance with the clause described in subsection (a) of this section. The Director shall publish such determination in the Federal Register.

(d) Nothing in this order shall excuse noncompliance with any applicable State law or municipal ordinance establishing more protective safety protocols than those established under this order or with any more protective Federal law, regulation, or agency instructions for contractor or subcontractor employees working at a Federal building or a federally controlled

workplace.

(e) For purposes of this order, the term “contract or contract-like instrument” shall have the meaning set forth in the Department of Labor’s proposed rule, “Increasing the Minimum Wage for Federal Contractors, ” 86 Fed. Reg. 38816, 38887 (July 22, 2021). If the Department of Labor issues a final rule relating to that proposed rule, that term shall have the meaning set forth in that final rule.

Sec. 3. Regulations and Implementation. (a) The Federal Acquisition Regulatory Council, to the extent permitted by law, shall amend the Federal Acquisition Regulation to provide for inclusion in Federal procurement solicitations and contracts subject to this order the clause described in section 2(a) of this order, and shall, by October 8, 2021, take initial steps to implement appropriate policy direction to acquisition offices for use of the clause by recommending that agencies exercise their authority under subpart 1.4 of the Federal Acquisition Regulation.

(b) By October 8, 2021, agencies shall take steps, to the extent permitted by law, to exercise any applicable authority to ensure that contracts and contract-like instruments as described in section 5(a) of this order that are not subject to the Federal Acquisition Regulation and that are entered into on or after October 15, 2021, consistent with the effective date of such agency action, include the clause described in section 2(a) of this order.

Sec. 4. Severability. If any provision of this order, or the application of any provision of this order to any person or circumstance, is held to be invalid, the remainder of this order and its application to any other person or circumstance shall not be affected thereby.

Sec. 5. Applicability. (a) This order shall apply to any new contract; new contract-like instrument; new solicitation for a contract or contract-like instrument; extension or renewal of an existing contract or contract-like instrument; and exercise of an option on an existing contract or contract-like instrument, if:

(i) it is a procurement contract or contract-like instrument for services, construction, or a leasehold interest in real property;

(ii) it is a contract or contract-like instrument for services covered by the Service Contract Act, 41 U.S.C. 6701 et seq.;

(iii) it is a contract or contract-like instrument for concessions, including any concessions contract excluded by Department of Labor regulations at 29 C.F.R. 4.133(b); or

(iv) it is a contract or contract-like instrument entered into with the Federal Government in connection with Federal property or lands and related to offering services for Federal employees, their dependents, or the general public;

(b) This order shall not apply to:

(i) grants;

(ii) contracts, contract-like instruments, or agreements with Indian Tribes under the Indian Self-Determination and Education Assistance Act (Public Law 93-638), as amended;

(iii) contracts or subcontracts whose value is equal to or less than the simplified acquisition threshold, as that term is defined in section 2.101 of the Federal Acquisition Regulation;

(iv) employees who perform work outside the United States or its outlying areas, as those terms are defined in section 2.101 of the Federal Acquisition Regulation; or

(v) subcontracts solely for the provision of products.

Sec. 6. Effective Date. (a) Except as provided in subsection (b) of this section, this order is effective immediately and shall apply to new contracts; new contract-like instruments; new solicitations for contracts or contract-like instruments; extensions or renewals of existing contracts or contract-like instruments; and exercises of options on existing contracts or contract-like instruments, as described in section 5(a) of this order, where the relevant contract or contract-like instrument will be entered into, the relevant contract or contract-like instrument will be extended or renewed, or the relevant option will be exercised, on or after:

(i) October 15, 2021, consistent with the effective date for the action taken by the Federal Acquisition Regulatory Council pursuant to section 3(a) of this order; or

(ii) for contracts and contract-like instruments that are not subject to the Federal

Acquisition Regulation and where an agency action is taken pursuant to section 3(b) of this order, October 15, 2021, consistent with the effective date for such action.

(b) As an exception to subsection (a) of this section, where agencies have issued a solicitation before the effective date for the relevant action taken pursuant to section 3 of this order and entered into a new contract or contract-like instrument resulting from such solicitation within 30 days of such effective date, such agencies are strongly encouraged to ensure that the safety protocols specified in section 2 of this order are applied in the new contract or contract-like instrument. But if that contract or contract-like instrument term is subsequently extended or renewed, or an option is subsequently exercised under that contract or contract-like instrument, the safety protocols specified in section 2 of this order shall apply to that extension, renewal, or option.

(c) For all existing contracts and contract-like instruments, solicitations issued between the date of this order and the effective dates set forth in this section, and contracts and contract-like instruments entered into between the date of this order and the effective dates set forth in this section, agencies are strongly encouraged, to the extent permitted by law, to ensure that the safety protocols required under those contracts and contract-like instruments are consistent with the requirements specified in section 2 of this order.

Sec. 7. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

- (i) the authority granted by law to an executive department or agency, or the head thereof;
- or
- (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or

procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

JOSEPH R. BIDEN JR.

THE WHITE HOUSE,

September 9, 2021.



Vaccinating the Unvaccinated

Since January, the Administration has taken actions to make vaccination conveniently available to all. COVID vaccines have been available to every individual age 16 and older since April 19th and to those age 12 and older since May. The Administration took steps to make vaccines available at over 80,000 locations nationwide, worked with pharmacies to offer walk-in appointments, and put out a call to action to businesses and organizations across the nation.

The President announced vaccination requirements for the federal government in July and called on the private sector to do more to encourage vaccination as well. Since that time, employers, schools, nursing homes, restaurants, hospitals, and cities in all 50 states have announced new vaccination requirements. Since July, the share of job postings that require vaccination are up 90%. And we know these requirements work. At the beginning of August, when Tyson Foods announced its requirement—only 45% of its workforce had gotten a shot. Today, it stands at 72%, meaning half of Tyson’s unvaccinated workers have now gotten a shot—well ahead of the company’s November 1st deadline. After United Airlines announced its vaccination requirement, more than half of its unvaccinated employees went out and got vaccinated with weeks left to go before the deadline. In Washington State, the weekly vaccination rate jumped 34% after the Governor announced requirements for state workers.

All told, these efforts—and countless other Administration initiatives and policies—have resulted in over 175 million fully vaccinated Americans. But there are still nearly 80 million Americans eligible to be vaccinated who have not yet gotten their first shot.

The President’s plan will reduce the number of unvaccinated Americans by using regulatory powers and other actions to substantially increase the number of Americans covered by vaccination requirements—these requirements will become dominant in the workplace. In addition, the plan will provide paid time off for vaccination for most workers in the country.

UNITED STATES GOVERNMENT
FOREST SERVICE LEASE

Lease No.: 127EAB18L0101

Date of Lease: April 1, 2018

LESSOR: Town of Springerville
418 East Main
Springerville, AZ 85938

LESSEE: United States of America
By the Leasing Officer, Region 3
Forest Service, Department of Agriculture

This Lease, made and entered into this date by and between the Town of Springerville, Apache County, State of Arizona, whose address is 418 East Main, Springerville, Arizona, and whose interest in the property hereinafter described is that of owner, hereinafter called the Lessor, and the United States of America by the Leasing Officer, Region 3, Forest Service, Department of Agriculture, whose office is 2324 E. McDowell Road, Phoenix, AZ 85006 hereinafter called the Government.

WHITNESSED: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises at the Springerville Municipal Airport.

A parcel of land within the boundaries of the Municipal Airport, Town of Springerville, Apache County, Arizona, more particularly described as follows:

Area 1 - Tarmac north of the fuel tanks, 400 feet from the east fence to the taxiway and 100 feet south from the north edge of the Tarmac (40,000 square feet).

Area 2 - Rectangle area from the gated entrance northwest 50 feet out from the fence and 100 feet northeast parallel with the fence to include the water standpipe, fire hydrant, and power pole with hookup (5,000 square feet)

2. To have and hold the said premises with appurtenances for the term beginning April 1, 2018, through March 31, 2019. This lease may be renewed annually at the option of the Government for an additional four periods through March 31, 2023 provided notice is given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term.

3. The Government shall pay the Lessor upon execution of this lease rent of \$4,000, payable in two payments, \$2,000 due April 30, 2018, and \$2,000 due October 31, 2018, in consideration of the right to use said premises during the stated term.

4. The Government may terminate this lease at any time by giving at least 120 days' notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.

5. The said premises shall be used only for Government purposes, and Lessee hereby covenants and agrees not to assign this lease without the written permission from the Lessor and not to permit the use of the above described tract or parcel of land by anyone other than the Lessee, its agents and servants, and cooperators.

6. The Lessor shall furnish the Government, in addition to full use and occupancy of the parcel(s) of land subject to this lease, and during the occupancy of said premises under the term of this lease, the following:

a. Ingress and egress from adjacent property. The Government shall have all reasonable right, free of charge, to ingress and egress from said property for the uses and purposes herein mentioned provided that the use of adjacent property and of all runways and airport facilities shall be subject to all rules and regulations governing the use of said airport facilities.

b. Normal routine fire protection and security surveillance at no cost. Other services, not specifically covered in this contract shall be paid for when it is ordered by the Procurement Officer or their representative.

c. The Lessor guarantees to the Government all rights-of-way, free of charge, for Government installed power lines and water lines which the Government, in its sole discretion, determines are needed to service Government improvements and facilities.

d. Lessor will maintain the three 20 feet x 20 feet reinforced concrete slabs within Area I.

e. Mow weeds from the north edge of the Tarmac to a minimum of 20 feet out to a height of 6 inches or less prior to May 12th each year.

7. The Government shall have the right during the existence of this lease to erect structures and associated facilities ("structures") as may be needed, in the Government's sole discretion, upon the premises hereby leased, such improvements to be and remain the property of the Government. Such structures may be removed by the Government within 1 year after termination of this lease or a longer period of time if agreed to by the Airport Operator, and the Government retains the right to dispose of any of its structures or improvements in the event that use is discontinued by the Government; provide that if disposal of improvements is to a party or parties other than the Lessor the improvements be removed from the premises within 1 year after termination of the lease.

8. Any structures or improvements erected or constructed on the premises will conform to all specifications as required by the Federal Aviation Administration of the United States and the Town Manager and will be subject to review of the Town Manager.

9. It is agreed and understood by and between the parties that the Government will maintain the premises and property furnished under this lease in good repair and tenantable condition during the continuance of the lease.

10. Nothing in this lease shall be construed as obligating the Government to expend, or as involving the United States in any obligation for, the future payment of money in excess of appropriations authorized by the law and administratively made available.

11. The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish to such a person or persons the use of any facility, including any and all services, privileges, accommodations and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished solely to tenants, their employees, customers, patients, clients, guests, and invitees.

12. No Member of, or Delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this lease contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names as of the date first above written.

LESSEE: United States of America
BY: Lorrie Evans
Lorrie Evans, Leasing Officer
Region 3, Forest Service
Department of Agriculture

Date 5/30/18

LESSOR: Town of Springerville
BY: [Signature]
Town Manager

Date 5-22-18

ATTEST:
BY: [Signature]
Town Clerk

Date 5/30/18

APPROVED AS TO FORM:

BY: _____
Town Attorney

Date _____

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 11/17/2021
SUBJECT: December Council Meeting

SUGGESTED MOTIONS:

Discussion and direction only.

STAFF REPORT:

At least one Councilmember has requested we not hold a December meeting. We will need to discuss possibly cancelling the meeting or holding a short special meeting for a few items that are time sensitive on a date the Council is comfortable with.