

#### **TOWN COUNCIL SPECIAL MEETING**

#### Wednesday, September 22, 2021 at 6:00 pm

Attendees: Staff: Tosca Henry - Town Attorney, Kelsi Miller - Town Clerk, Robert Pena III- Interim Fire Chief, Dayson Merrill - Chief of Police, Tim Rasmussen - PW Director/ Community Development Director

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

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

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

#### 1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

#### 2. ROLL CALL:

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

#### 3. PUBLIC PARTICIPATION:

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

#### 4. COUNCIL, MANAGER AND STAFF REPORTS:

Summary reports will be given on the items listed and no action will be taken on any

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

#### **5. CONSENT ITEMS:**

- a. Consider approval of the August 18, 2021 Town Council Regular Meeting minutes.
- b. Consider approval of the August 21, 2021 Town Council Special Meeting minutes.
- c. Consider ratification and approval of accounts payable register from 8/07/2021-9/13/2021.

#### **OLD BUSINESS**

#### 6. ORDINANCE 2021-003: FIRE DEPARTMENT

a. Second reading of Ordinance 2021-003:

Possible second reading of Ordinance 2021-003 regarding amendments to Chapter 2.44 Fire Department.

#### b. Action on Ordinance 2021-003:

Discussion and possible action on Ordinance 2021-003 regarding amendments to Chapter 2.44 Fire Department.

#### **NEW BUSINESS**

#### 7. REZONING APPLICATION:

Discussion and possible action regarding the rezoning application for parcels 105-22-016 and 105-22-017C from MF-7 Single / Multifamily Residential to C1 - General Commercial.

#### 8. ARIZONA DEPARTMENT OF REVENUE IGA:

Discussion and possible action regarding a renewal IGA with the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of taxes.

#### 9. NEW TOWN MANAGER:

a. Appointment of New Town Manager:

Discussion and possible action to appoint a new Town Manager.

#### **b. Town Manager Contract:**

Discussion and possible action regarding the presented contract between the Town of Springerville and new Town Manager.

#### 10. EXECUTIVE SESSION: NOTICE OF CLAIMS

Discussion and possible action to enter into Executive Session pursuant to ARS § 38-431.03(A3)(A4) regarding the below claims filed against the Town. No action will be taken in Executive Session.

a. Reeds Lodge

12. ADIOURNMENT:

- b. White Mountains Flowers LLC.
- c. Matthew Sirmer

#### 11. NOTICE OF CLAIMS: POSSIBLE ACTION

Discussion and any action as a result of Executive Session on the Notice of Claims listed in item 9.

Submitted b	y:	 	
Posted by: _		 	

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

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

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Agenda published on 09/15/2021 at 9:26 AM



## Town Council Agenda Staff Report

#### **AIRPORT MANAGER'S REPORT**

September 1, 2021

#### 1. Recent Fuel Sales

a. August 2021: 5,755.47 gallons (\$21,850.69)

#### 2. Recent Traffic Operations

a. August 2021

372 Total

14 Local, 196 Itinerant, 160 Air Taxi, 2 Military

370 GA, 2 Military

131 Medevac

56% Business Related

31% Based / 69% Transient

**63 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.

**APMS Runway 3/21 Overlay:** Construction will begin on September 8<sup>th</sup> and will result in a one-week closure of the runway. The crosswind runway will remain fully open during this period.

#### 4. Comments

Our current based aircraft count is 9.

Two builders have committed to building private hangars. The archeological and biological studies have been completed with no findings in either category that would disrupt the progress of the projects. The FAA and the State Historic Preservation Office have approved the projects as of August 31.

I will be out of the office on vacation from October 1 through October 9.



## COMMUNITY SERVICES DEPARTMENT REPORT September, 2021

#### ADMINISTRATIVE:

Moving forward with the University of Arizona's Supplemental Nutritional Assistance Program grant for Apache County, we have a position advertised and hope to have someone in place to begin on October 4<sup>th</sup>.

We would like to invite you to our End of Summer Party – Luau, which will take place on Thursday, September 16<sup>th</sup> at the Senior Park at 11:30 a.m. This was a request from the seniors since they enjoyed the BBQ in July. We will also be organizing a costume party for October and many are already discussing their plans to dress up.

Our meal services have been very steady, serving 269 meals in the dining room in August and delivering 283 meals to homebound participants. We also prepare the Head Start meals each day since school is back in session and that includes breakfast and lunch for 43 children each day for a total of 688 meals.

We have adjusted our transportation services to accommodate the high volume of requests we receive each month. We provide services Monday – Thursday during business hours but also provide trips to Show Low on the 1<sup>st</sup> and 3<sup>rd</sup> Friday of each month.

We will be offering some "field trips" for seniors beginning in September to include: Glenwood, Silver City, The Blue River, Laughlin and Dolly Steamboat. The seniors are very excited to start traveling again.

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** 

Low Income Home Energy Assistance Program (LIHEAP)

U of A Cooperative Extension/ Snap-Ed Grant – Submitted and Awarded

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

#### **August – Community Assistance and Senior Services Counts:**

Senior Services		Low Income Assistance Services	
Congregate Meals 269		Food Commodity Box (households)	362
Home Delivered Meals	227	Rental Assistance	8
Long Term Care Meals	56	Adult Diapers	3
Indigent Meals	42	Fuel Cards	7
Total Meals Served	594	LIHEAP	17
Senior Food Boxes	123	Bus Pass	2
Pet Food Bags Delivered	2	Senior Equipment	2
Transportation Units	226	Food Essentials	11
Volunteer Hours	108	HEAD START Meals served	688



#### **END OF SUMMER PARTY**



THURSDAY SEPTEMBER 16TH



11:15 A.M. at The Senior Park





RSVP REQUIRED 928-333-2516 x226

## To

## Town Council Agenda Staff Report

### Springerville Fire Department Council Report September 22<sup>nd</sup> 2021

#### 1. Springerville Fire Department Statistics 2021

Quarter 1 Jan. 1-Mar. 31	2021
Burn Permits Issued	6
Calls For Service	61
Breakdown of C	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 C	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	10
Calls For Service	57
Breakdown of (	Calls For Service
Fire and Fire Related	1
Prescribed Burns	2
Medical	12
MVA	5
Wildland Assignments	0
Good Intent Call	1
Service Calls	13
Inspections	1
Hazardous Conditions	1
False Alarms	14

- 2. The Fire Department has moved a majority of its equipment into 225 east Main Street and is operational out of the new building. There are still some items that need to be moved from the old FD location. Still some renovation going on in the new building to finish things up.
- 3. Due to a lack of personnel available for calls and trainings and the rise in COVID numbers we will be cancelling Springerville Fire Department Open House that was scheduled for Saturday October 2<sup>nd</sup> to lessen exposure to our staff so as to be able to continue providing our service to the community.
- 4. Captain Jacob Orona and Firefighter/EMT Elyse Sluiter attended Arizona State Fire School the week of September 6<sup>th</sup>-12<sup>th</sup>.
- 5. 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.
- 6. Engine 1542 was towed to Velocity Truck Centers in Phoenix for repairs. Our reserve Engine 1541 is in service as its backup until we get it back.
- 7. Springerville Fire Department will be participating in Fire Prevention Week October 4<sup>th</sup> 8<sup>th</sup> at our local schools and daycares.



## Town Council Agenda Staff Report

#### Report for August 2021

#### Springerville Heritage Center & Casa Malpais Archaeological Park

 Visitor count in August for the Heritage Center was estimated to be approximately 381 visitors. Although visitor flow was fairly steady throughout the month, visitor count was down from this same time the past two years.

It seems people are being more cautious once again due to the Delta variant of COVID-19. However, many visitors mention staying in local motels or RV parks and we frequently have people ask about local restaurant suggestions and other things to do in our area.

 Revenue generated in August from Casa Malpais site tours was \$737. This included a home school group tour for about 15 students and parents from the Vernon area.

We did have to cancel a couple of tours due to monsoon thunderstorm activity. In addition, later in the month we had to close the Heritage Center and cancel Casa tours for a few days due to a person in the building testing positive for Covid-19.

 Susan attended the 2021 Governor's Conference on Tourism held on August 2-4 in Scottsdale. The overall theme was "The Come Back" and there were numerous great sessions and speakers related to tourism across the state. There were also lots of exhibitors setup outside the meeting rooms to browse through during breaks.

Session topics included: "The Come Back - State Tourism Industry Update", "The Future Normal - How to Anticipate What Comes Next & Trends That Matter", "Appreciate AZ and Leave No Trace Programs", "What to Start, Stop and Continue as We Travel Forward", plus many other informative sessions.

The Governor's Tourism Awards Gala was also held one evening during the conference, with awards given for Best Marketing Campaign, Best Tourism Partnership, Tourism Spirit of Service, Tourism Hall of Fame, and several more.



AUG 2 4 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 July 2021.
Civil citations filed: 7
Criminal citations filed: 3
Pre-trial conferences held: 10
Sentencings held: <u>8</u>
Trials held: 1
A total of \$5766.10 was submitted to the Town of Springerville on the <u>23rd</u> day of <u>August 2021</u> , by check number <u>1066</u> . See Remittance Report.

## Town Council Agenda Staff Report

#### Springerville Police Department Agenda Items and staff report

1. Springerville Police Department 2021 Stats

	July	August	Total
Calls for service:	135	153	228
Self-initiated Calls	92	32	124
Citizen:	6	8	14
Agency Assist:	31	39	70
Speed citations:	22	7	29
Nonmoving	0	0	0
Crim Speed:	0	0	0
Total traffic citations:	22	7	29
Verb warning:	18	20	38
Traffic Accidents	4	6	10
Written Warning:	45	10	55
DUI	0	0	0
Felony Cases	5	16	21
Misdemeanor	10	30	40
DV	4	14	18
Arrests	8	12	20

- 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 are actively looking to hire one new police officer.

## TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council FROM: Kelsi Miller / Town Clerk

DATE: 9/22/2021

SUBJECT: Consent Item(s)

#### **SUGGESTED MOTIONS:**

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

OR

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

#### **STAFF REPORT**

Please see attached documentation.



#### **TOWN COUNCIL REGULAR MEETING**

#### Minutes

#### Wednesday, August 18, 2021 at 6:00 pm

Attendees: Interim Town Manager - Heidi Wink, Town Clerk - Kelsi Miller, Heritage Center Director- Susan Seils, Chief of Police-Dayson Merrill, Tosca Henry - Town Attorney via phone

## Springerville Town Council Chambers - 418 E. Main St. 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. Steve Brown led the pledge of allegiance.

#### 2. ROLL CALL:

#### Minutes:

The Town Clerk completed a roll call. Councilor Llamas - Absent, Vice-Mayor MacKenzie - Present, Mayor Hanson - Present, Councilor Davis - Present, Councilor Reidhead - Present.

A quorum is present.

#### 3. PUBLIC PARTICIPATION:

#### Minutes:

Terry Shove addressed the Mayor and Council. She informed them that Travis Udall has retired from the School Board, the Hospital Board has approached him about

being their CEO. She updated that all teachers were hired by June except one kindergarten teacher. There has been some growth in students, they have 65 more students this year. The FLCR is circulating surveys on a community pool. This far a large number of people want a swimming pool, 1000 people have completed the survey. They are looking for revenue sources for this. The FLCR has also received the award of funding for the USDA Beef Processing project. This will be a mobile slaughter unit. They have started looking for people who might be interested in slaughtering cattle and truck drivers. The mobile unit should be delivered in the next two months. Douglas Wilson, a resident of the Coronado Acres area addressed the Mayor and Council. He wanted to express appreciation for the past efforts at controlling the mosquitoes near the Little Colorado River. He explained the rain has been wonderful, but it has caused increases in mosquitoes. He asked when mosquito fogging will return? He has informed it would be this week.

#### 4. COUNCIL. MANAGER AND STAFF REPORTS:

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

#### Minutes:

Mayor Hanson reported he and Heidi attended the Apache & Navajo Counties Mayors and Councilmembers Association meeting in Pinetop. It was well attended, nothing new, just updates from the Mayors.

- b. Interim Town Manager Heidi Wink: Summary Updates & presentation(s)
- c. Staff Reports: Summary Updates

#### 5. CONSENT ITEMS:

#### Minutes:

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

DISCUSSION: None

Vote results:

Ayes: 4 / Nays: 0

- a. Consider approval of the July 21, 2021 Town Council Regular Meeting minutes.
- b. Consider ratification and approval of accounts payable register from 07/03/2021-07/31/2021

#### OLD BUSINESS

#### **NEW BUSINESS**

#### 6. SPRINGERVILLE TOURISM:

#### Minutes:

Becki Christensen with the Springerville Eagar Regional Chamber of Commerce presented to the Council. She explained the chamber is attempting to secure a grant with the Arizona Office of Tourism. If awarded, the grant funding would be for

marketing. Ms. Christensen is asking the Council to designate the Chamber as their destination marketing organization. She also updated Council that the Chamber got a Governors Grant, with this grant they have put together 15 workshops to assist the community's businesses. They are doing workshops on things such as creating websites and social media marketing. They are also doing a youth business contest. The business committee will mentor the youth to help build their business then and pick one winner. That winner will be able to open their business in either Eagar or Springerville during the summer. She updated that the Chamber itself has seen a large increase in foot traffic, especially since the dinosaur museum has moved into the building. The Chamber is also helping plan an event at Lyman Lake called "Buses by the Lake". This will bring tourists from all over to our area. They will be going to Jerome in November to promote the event. She updated on applying for funds through an EDA grant for Tourism. Lastly, she updated on the Chamber raffle success. They sold all of the tickets and the winner was from Phoenix.

#### 7. SUBDIVISION APPLICATION - THE RESERVE / S. BROWN

#### Minutes:

Councilor Shelly Reidhead recused herself from this item as a conflict of interest. ACTION: Richard Davis/ Robert MacKenzie motioned we approve the subdivision application for North Becker Lake Road (Parcels 105-15-017C and 105-17-017D) dividing the properties into four (4) parcels for residential homes.

DISCUSSION: None **Vote results:** Ayes: 3 / Nays: 0

#### 8. FIRST READING OF ORDINANCE 2021-003:

#### Minutes:

FIRST READING: Mayor Hanson completed the first reading of Ordinance 2021-003.

**DISCUSSION: None** 

#### 9. TOURISM TAX COMMITTEE RECOMMENDATION:

#### Minutes:

ACTION: Robert MacKenzie/ Richard Davis motion to approve the request from the Heritage Center for a donation of \$508.75 from the Tourism Tax fund to advertise in the Weekend Warrior Hike Book.

**Vote results:** Ayes: 4 / Nays: 0

#### **10. NOTICE OF INTENT:**

#### Minutes:

ACTION: Robert MacKenzie/ Richard Davis motioned to accept the Notice of Intent regarding the fee schedule as presented and hold a public hearing on October 20, 2021.

Vote results:
Ayes: 4 / Nays: 0

#### 11. PROPERTY:

#### a. Future of 23 S. Papago:

#### Minutes:

Councilor MacKenzie started the discussion by saying he was under the impression we were going to sell this property to pay down debts. Mayor Hanson agreed but said it was brought up that they may possibly want to turn it into a community center. Councilor MacKenzie reminded them that they did not budget for a community center. Councilor Reidhead asked if they would like to at least get cost estimates for a kitchen and a bathroom for the main metal building? Council did not show interest in this. Councilor Reidhead asked about grant money, Ms. Wink said this is something we could use CDBG money for. We will not get the CDBG grant for two more years. Mayor Hanson suggested putting it on the market to see what we can get for it. The smaller building needs demolished, it is trash. Councilor Reidhead agreed but said we need a community center. We do not have one and never have had one. Councilor MacKenzie said he doesn't think this is an ideal location for one. Council discussed the possibility of Public Works using the building. Council asked how long ago the building was appraised, it has been a few years. Councilor Davis said we could possibly trade this property, there was some interest with two local business owners. Ms. Wink reminded them that this property must be advertised to everyone. Council directed staff to get the property appraised so we can explore selling the property.

#### b. Property East of Town Hall:

#### Minutes:

Councilor Shelly Reidhead recused herself as a conflict of interest on this item.

Councilor Davis said we have been looking at acquiring this property for years.

Mayor Hanson agreed that this property would benefit the Town. Council directed staff to get this property appraised as well.

#### 12. NOTICE OF CLAIM - REEDS LODGE:

#### a. EXECUTIVE SESSION: CLAIM

#### Minutes:

FIRST ACTION: Robert MacKenzie/ Shelly Reidhead motioned to enter Executive Session pursuant to ARS § 38-431.03(A3)(A4) regarding the claim filed against the Townat 6:28 p.m.

VOTE: Ayes 4

Nayes: 0

SECOND ACTION: Robert MacKenzie/ Richard Davis motion to close the

Executive Session and enter into Regular Session at 6:46 p.m.

VOTE: Ayes 4 Nayes: 0

#### **b. ACTION ON CLAIM:**

#### Minutes:

ACTION: Shelly Reidhead/ Robert MacKenzie motioned to table this item and move forward as directed in Executive Session.

Vote results:
Ayes: 4 / Nays: 0

#### **13. ADJOURNMENT:**

#### Minutes:

ACTION: Robert MacKenzie/ Shelly Reidhead motioned to adjourn at 6:45 p.m.

Vote results:
Ayes: 4 / Nays: 0

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

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

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Minutes published on 08/24/2021 at 4:42 PM



#### **TOWN COUNCIL SPECIAL MEETING**

#### Minutes

Saturday, August 21, 2021 at 10:00 am

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

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#### **TOWN COUNCIL SPECIAL MEETING: 10:00 A.M.**

#### 1. CALL MEETING TO ORDER:

#### 2. ROLL CALL:

#### Minutes:

The Town Clerk completed a roll call.

Vice-Mayor MacKenzie - Present, Mayor Hanson - Present, Councilor Shelly Reidhead-Present, Councilor Ruben Llamas - Absent, Councilor Richard Davis - Absent A quorum is present.

#### **OLD BUSINESS**

#### **NEW BUSINESS**

#### 3. TOWN MANAGER INTERVIEWS:

#### a. EXECUTIVE SESSION:

#### Minutes:

FIRST ACTION: Robert MacKenzie / Shelly Reidhead motioned to enter into Executive Session to conduct Town Manager interviews as allowed under A.R.S.§ 38 431.03 (A) (1).

DISCUSSION: None

VOTE: Ayes 3

Nays 0

SECOND ACTION: Robert MacKenzie/ Shelly Reidhead motioned to exit Executive

Session and enter back into the Special Meeting at 1:39 p.m.

**DISCUSSION: None** 

VOTE: Ayes 3

Nays 0

#### 4. ADJOURNMENT:

#### Minutes:

ACTION: Robert MacKenzie / Shelly Reidhead motioned to adjourn at 1:40 p.m.

DISCUSSION: None
Vote results:
Ayes: 3 / Nays: 0

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Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Minutes published on 08/31/2021 at 4:42 PM

# TOR OF THE PARTY O

## Town of Springerville

#### "Gateway to the White Mountains"

#### **Council Meeting September 22, 2021**

#### **Check Register**

08/07/21 thru 09/13/21 Accounts Payable Expenses	\$509,212.31
Pay Period End 08/14/21 & 08/28/21	\$130,325.43
Total Expensed Dollar Amount for Consent Agenda	\$639,537.74
Total Revenue Received 08/07/21 thru 09/13/21	\$668,079.19
Balances on all cash accounts as of September 13,	2021, 2021
Checking Account	\$5,328,941.79
LGIP Savings	\$3,032,348.95

418 East Main Street Springerville, Arizona 85938 928-333-2656 www.springervilleaz.gov

Page: 1 Sep 13, 2021 01:22PM

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accou
08/19/2021	98349	Sharon Pinckard	July Prem Prem.Ben.Reim	134.94- V	01-000-2017
08/12/2021	98391	Shawn Taylor	2021 Ford F-150 PD PO#9591	37,619.52- V	54-425-5071
08/11/2021	98397	Airport Lighting Company	Wind Cone PO#10032	4,585.35	04-180-5064
08/11/2021	98398	AZ Dept of Corrections(M)	July 2021 Mileage	31.51	01-160-5077
08/11/2021	98398	AZ Dept of Corrections(M)	July 2021 Mileage	73,51	02-170-5077
08/11/2021	98398	AZ Dept of Corrections(M)	July 2021 Mileage	42.01	10-210-5077
08/11/2021	98398	AZ Dept of Corrections(M)	July 2021 Mileage	31.50	22-270-5077
08/11/2021	98398	AZ Dept of Corrections(M)	July 2021 Mileage	31.51	11-215-5077
08/11/2021	98399	Dayson Merrill	GOHS LE Training-per diem PO#9829	110.00	01-130-5017
08/11/2021	98400	Gilliam, Dennis	GOHS LE Training-per diem PO#9830	110.00	01-130-5017
08/11/2021	98401	White Mountain Historical Society	Valle Redondo DVD PO#9890	10.50	01-000-2006
08/11/2021	98402	Beth Conlin	Custom Greeting Card PO#9888	4.20	01-000-2006
08/11/2021	98403	Carol Sletten	Collector Plates-Gen Crook PO#9885	35.00	01-000-2006
08/11/2021	98403	Carol Sletten	3x Custom Greeting Cards PO#9885	8.40	01-000-2006
08/11/2021	98403	Carol Sletten	Book Sale- American West PO#9885	18.86	01-000-2006
08/11/2021	98404	David, Verna	Earrings-Lg blu bead PO#9884	21.00	01-000-2006
08/11/2021	98404	David, Verna	Neckalce-Pendant PO#9884	21.00	01-000-2006
08/11/2021	98404	David, Verna	Sand Painting PO#9884	35.00	01-000-2006
08/11/2021	98404	David, Verna	Necklace-Earring Set PO#9884	65.10	01-000-2006
08/11/2021	98404	David, Verna	Earrings (grn, gry, svr) PO#9884	25.20	01-000-2006
08/11/2021	98404	David, Verna	Earrings-Dream Catcher PO#9884	20.30	01-000-2006
08/11/2021	98405	James R. Terreli	Custom Greeting Card Set PO#9891	17.50	01-000-2006
08/11/2021	98406	Sean Kienle	Framed Photo-Aspens PO#9887	260.00	01-000-2006
08/11/2021	98407	Sandra Lunt	Book Sale - Joseph Udall PO#9889	9,80	01-000-2006
08/11/2021	98408	Rusty Childress	Canvas Print-Terry Flat PO#9886	201.60	01-000-2006
08/11/2021	98408	Rusty Childress	Unframed Print PO#9886	17.50	01-000-2006
08/11/2021	98409	Susan Kulbacki	Aspen Oil Painting- PO#10153	262.50	01-000-2006
08/11/2021	98410	Kimley - Horn and assoc. , Inc.	Project Admin Through June 30, 2021 PO#10045	156.54	35-340-5300
08/11/2021	98410	Kimley - Horn and assoc., inc.	Project Admin Through June 30, 2021 PO#10045	3,188.92	35-340-5305
08/11/2021	98410	Kimley - Horn and assoc., Inc.	Project Admin Through June 30, 2021 PO#10045	156.54	35-340-5309
08/11/2021	98411	LN Curtis	Equipment PO#10170	773.38	01-140-5064
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	882.58	10-210-5302
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	882.58	11-215-5302
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	14,886.00	10-210-5302
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	7,686.00	11-215-5302
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	84,002.40	02-170-5302
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	40,996.80	10-210-5302
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	24,428.16	11-215-5302
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	329.40	02-170-5302

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accour
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	19,337.94	11-215-5302
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrill & Haulapai Street Project PO#10152	364.50	02-170-5302
08/11/2021	98412	McCauley Construction Inc.	Sheldon, Merrili & Haulapai Street Project PO#10152	9,144.46	10-210-5302
08/11/2021	98413	Mead Publishing Inc	Ad for Springerville- Eagar Chamber of Commerce Directory	927.00	01-150-5019
08/11/2021	98414	Ginger Harding	Park Deposit Refund - Harding, Ginger	50.00	01-000-2027
08/11/2021	98415	RAGHT	Aug 2021 Premium	4,765.16	01-000-2020
08/11/2021	98415	RAGHT	Aug 2021 Premium	721.32	01-115-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	1,319.01	01-120-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	270.04	01-125-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	9,949.59	01-130-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	1,322.08	01-135-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	1,326.33	03-175-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	1,326.33	04-180-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	3,274.85	10-210-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	2,484.60	11-215-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	1,792,78	01-140-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	544.56	01-145-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	730.32	01-150-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	537.82	01-155-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	1,061.10	01-160-5004
08/11/2021	98415	RAGHT	Aug 2021 Premium	3,804.71	02-170-5004
08/11/2021	98416	Rhinehart Oil Co., LLC	Fuel Card	738,93	01-130-5011
08/11/2021	98416	Rhinehart Oil Co. , LLC	Fuel Card	128.00	01-135-5011
08/11/2021	98416	Rhinehart Oil Co., LLC	Fuel Card	138.45	01-145-5011
08/11/2021	98416	Rhinehart Oil Co., LLC	Fuel Card	212.34	01~160-5011
08/11/2021	98416	Rhinehart Oil Co. , LLC	Fuel Card	243.17	02-170-5011
08/11/2021	98416	Rhinehart Oil Co. , LLC	Fuel Card	98.74	04-180-5011
08/11/2021	98416	Rhinehart Oil Co. , LLC	Fuel Card	279.27	10-210-5011
08/11/2021	98416	Rhinehart Oil Co. , LLC	Fuel Card	97.83	11-215-5011
08/11/2021	98416	Rhinehart Oil Co. , LLC	Fuel Card	74.81	13-225-5011
08/11/2021	98416	Rhinehart Oil Co. , LLC	Fuel Card	74.80	15-235-5011
08/11/2021	98416	Rhinehart Oil Co. , LLC	Fuel Card	74.71	42-365-5011
08/11/2021	98417	The Tosca Law Firm PLC.	Legal Town Attorney Fees PO	375.00	01-106-5138
08/11/2021	98417	The Tosca Law Firm PLC.	Legal Town Attorney Fees PO	825.00	01-106-5138
08/11/2021	98418	Virtower LLC	Monthly Access PO#10043	400.00	04-180-5025
08/11/2021	98419	White Mountain Publishing LLC	Budget Publication (Sched) PO#10174	246.84	01-120-5019
08/11/2021	98419	White Mountain Publishing LLC	Town Mgr Ads PO#10174	151.19	01-105-5019
08/11/2021	98419	White Mountain Publishing LLC	P&Z Public Hearing PO#10174	130.72	01-125-5019
08/11/2021	98419	White Mountain Publishing LLC	Town Mgr Ads #2 PO#10174	89.14	01-105-5019
08/11/2021	98419	White Mountain Publishing LLC	Town Mgr Ads #3 PO#10174	89.14	01-105-5019
08/11/2021	98419	White Mountain Publishing LLC	Town Mgr Ads #4 PO#10174	89.14	01-105-5019
08/11/2021	98419	White Mountain Publishing LLC	Online Mgr Ad PO#10174	15.30	01-105-5019

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accour
08/11/2021	98419	White Mountain Publishing LLC	P&Z Director Position PO#10174	134.40	01-125-5019
08/12/2021	98420	Show Low Ford	2021 Ford F-150 PD PO#9591	37,619.52	54-425-5071
08/18/2021	98422	Apache Co Board of Supervisor	Monthly Payment Aug 2021	3,356.25	01-110-5056
08/18/2021	98422	Apache Co Board of Supervisor	Monthly Payment July 2021	3,356.25	01-110-5056
08/18/2021	98423	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	52.50	01-160-5077
08/18/2021	98423	AZ Dept of Corrections	Inmate Labor - HURF	122.50	02-170-5077
08/18/2021	98423	AZ Dept of Corrections	Inmate Labor - Water	70.00	10-210-5077
08/18/2021	98423	AZ Dept of Corrections	Inmate Labor - Sewer	52,50	11-215-5077
08/18/2021	98423	AZ Dept of Corrections	Inmate Labor - Senior Center	52.50	22-270-5077
08/18/2021	98424	Brown & Brown Law Offices	Legal Water Adjudication Aug 2021 PO#10179	3,188.75	10-210-5033
08/18/2021	98425	Frontier	2555 - Admin	85.68	01-115-5016
08/18/2021	98425	Frontier	2555 - Finance	19.47	01-120-5016
08/18/2021	98425	Frontier	2555 - Planning & Zoning	19.47	01-125-5016
08/18/2021	98425	Frontier	2555 - Police	155.78	01-130-5016
08/18/2021	98425	Frontier	2686 - Fire	144.76	01-140-5016
08/18/2021	98425	Frontier	2555 - Heritage Center	19.47	01-150-5016
08/18/2021	98425	Frontier	2555/5016 - HURF	98.17	02-170-5016
08/18/2021	98425	Frontier	5197/5746 - Airport	325.80	04-180-5016
08/18/2021	98425	Frontier	2555 - Water	38.95	10-210-5016
08/18/2021	98425	Frontier	2555 - Sewer	31.16	11-215-5016
08/18/2021	98426	Mohave Environmental Lab corp	Water Testing Aug: Microbio H20, Fecal, Coliform & Courier	365.00	10-210-5123
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Admin	356.72	01-115-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Finance	26.99	01-120-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Planning & Zoning	17.99	01-125-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Police	512,18	01-130-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Animal Control	59.74	01-135-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Fire	91.60	01-140-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Sewer	2,384.41	11-215-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - ToE Senior Center	661.11	22-270-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Heritage Center	355.20	01-150-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Mechanic Shop	76,06	01-155-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Parks & Cemetary	522.76	01-160-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - HURF	2,588.08	02-170-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Airport	1,012.24	04-180-5021
08/18/2021	98427	Navopache Electric Co-Op	Electricity - Water	4,223.08	10-210-5021
08/18/2021	98428	Pierce Coleman PLLC	Telephone Consult - Wh Mtn Estes - PO#10178	24.00	01-106-5131
08/18/2021	98429	Quill	Lights PO#10124	18.49	01-150-5009
08/18/2021	98429	Quili	White Board Eraser PO#10124	30.45	01-120-5009
08/18/2021	98429	Quill	Batteries PO#10124	43.25	01-115-5061
08/18/2021	98429	Quill	Lables, Tabs, Flags, etc. PO#10124	59.43	01-115-5009
08/18/2021	98429	Quill	Monitor Stand, Pencils, Wh.Brd, etc. PO#10124	505.69	01-120-5009
08/18/2021	98429 98429	Quill	Toner PO#10124	357.99	01-140-5009

Check Register - Consent Agenda AP's Check Issue Dates: 8/7/2021 - 9/13/2021 Page: 4 Sep 13, 2021 01:22PM

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accou
08/18/2021	98429	Quill	Tide, Mop Bucket, Mop, TP PO#10124	227.24	01-140-5059
08/18/2021	98429	Quill	Knives, Forks, Napkins PO#10124	116.38	01-145-5059
08/18/2021	98429	Quiil	Kleenex, PT, Cleaner, Gojo PO#10124	350,01	46-385-5059
08/18/2021	98429	Quill	TP, PT, Kleenex PO#10124	156.47	01-145~5059
08/18/2021	98429	Quill	Post its PO#10124	11.96	01-150-5009
08/18/2021	98429	Quill	Fruit Snacks, Gold Fish PO#10124	59.82	01-150-5060
08/18/2021	98429	Quill	Paper Towels PO#10124	142.72	01-160-5059
08/18/2021	98429	Quill	TP, PT PO#10124	116.61	04-180-5059
08/18/2021	98429	Quill	Clip Boards, Toner, Correct Tape PO#10124	223.33	46-385-5009
08/18/2021	98429	Quill	Pens, Binders, tabs, etc. PO#10124	126.12	01-125-5009
08/18/2021	98429	Quill	Receipt Books, B Cards, Pens, etc. PO#10124	335.22	01-130-5009
08/18/2021	98429	Quili	Toner PO#10124	311.14	01-140-5009
08/18/2021	98429	Quill	Paper Towels, Toliet cleaner, Clorox, etc. PO#10124	217.50	01-145-5059
08/18/2021	98429	Quill	Disinf Spray, Pine Sol, Paper Towels, etc. PO#10124	360.42	01-160-5059
08/18/2021	98429	Quill	Toner PO#10124	128.37	02-170-5009
08/18/2021	98429	Quill	Garbage Bags, Toliet cleaner, Febreeze, etc. PO#10124	186,48	02-170-5059
08/18/2021	98429	Quill	Cleaning Cloths, Clorox, Gloves PO#10124	315.98	04-180-5059
08/18/2021	98429	Quill	Toner PO#10124	126.20	10-210-5009
08/18/2021	98429	Quill	Febreeze, Garbage Bags, Pine Sol, etc. PO#10124	80.69	10-210-5059
08/18/2021	98429	Quill	Toner PO#10124	124.02	11-215-5009
08/18/2021	98429	Quill	Pine Sol, Toliet Cleaner, Garbage bags, etc. PO#10124	78,83	11-215-5059
08/18/2021	98429	Quill	Febreeze PO#10124	26.10	01-145-5059
08/18/2021	98429	Quill	Garbage Bags PO#10124	63,09	01-130-5059
08/18/2021	98429	Quiil	Febreeze PO#10124	26.10	01-160-5059
08/18/2021	98429	Quill	Windex PO#10124	33.27	01-140-5059
08/18/2021	98429	Quill	Toner PO#10124	211.05	01-150-5009
08/18/2021	98429	Quill	White Board Markers PO#10124	11.20	01-120-5009
08/18/2021	98429	Quill	Perm Markers PO#10124	9.02	46-385-5009
08/18/2021	98429	Quill	Cleaners, Soap, Wipes, etc. PO#10124	552.55	04-180-5059
08/18/2021	98429	Quill	Coffee, Tea, Creamer, Sugar, etc. PO#10124	364.43	04-180-503
08/18/2021	98429	Quill	Reg Tape, Folders, Tabs, etc. PO#10124	389.05	04-180-5009
08/18/2021	98429	Quill	Desk Chair PO#10124	175.06	04-180-5058
08/18/2021	98429	Quill	Batteries PO#10124	70.23	04-180-506
08/18/2021	98429	Quill	Mop Handle PO#10124	47.86	01-140-505
08/18/2021	98429	Quili	Lollipops PO#10124	23.49	01-150-506
08/18/2021	98429	Quill	Candy PO#10124	60.91	01-130-503
08/18/2021	98429	Quill	Liquid Alive, AirFresh PO#10124	168.61	46-385-505
08/18/2021	98429	Quill	Address Stamp PO#10124	29.37	01-115-500
08/18/2021	98429	Quill	Office Desk PO#10124	864.55	04-180-505
08/18/2021	98430	Southwest Risk	Commuting coverage-Admin	1,58	01-115-505
08/18/2021	98430	Southwest Risk	Commuting coverage-Finance	.78	01-120-505
08/18/2021	98430	Southwest Risk	Commuting coverage-P&Z	.78	01-125-505

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accou
08/18/2021	98430	Southwest Risk	Commuting coverage-Police	23.47	01-130-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-Animal Control	3.91	01-135-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-Fire	23.47	01-140-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-Wastewater	15.65	11-215-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-Senior Center	15.65	16-240-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-Build	.78	01-145-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-Heritage	4.69	01-150-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-HURF/Mechanic	32.86	02-170-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-Parks	1.56	01-160-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-Airport	15.65	04-180-5053
08/18/2021	98430	Southwest Risk	Commuting coverage-Water	15.65	10-210-5053
08/18/2021	98431	Springerville Magistrate	Fill the gap 4th quarter 2021	129.60	01-000-2011
08/18/2021	98432	Summit Health Care	Heartsaver Instructor Class x2 PO#10077	60.00	01-140-5017
08/18/2021	98433	TOS Municipal Property	Fire engine loan payment to USDA Aug 2021	1,933.80	01~100-5988
08/18/2021	98433	TOS Municipal Property	Fire engine loan payment to USDA Jul 2021	1,933.80	01-100-5988
08/18/2021	98433	TOS Municipal Property	Public Safety Building USDA Payment Jul2021	1,678.60	01-100-5988
08/18/2021	98433	TOS Municipal Property	Public Safety Building USDA Payment Aug2021	1,678.60	01-100-5988
08/18/2021	98434	Treasure Chest Books	Books for gift shop resale	314.85	01-150-5076
08/18/2021	98435	WMRMC	Med Clearance- R. Farley	75.00	01-130-5134
08/18/2021	98435	WMRMC	Med Clearance- A. Yazzie	75.00	01-130-5134
08/18/2021	98436	Xerox Corporation	WC7328 Billable prints and copies Jul 2021	17.36	01-130-5019
08/18/2021	98437	Otero, Alfred	Per Diem-Meals for Training PO#9946	67.50	10-210-5017
08/18/2021	98437	Otero, Alfred	Per Diem-Meals for Training PO#9946	67.50	11-215-5017
08/25/2021	98438	Albertsons / Safeway	Whipped Cream, Sour Cream, CB, pk belly, Tomatoes PO#9792	65.59	14-230-5060
08/25/2021	98438	Albertsons / Safeway	4x Cheese, pads, peppers PO#9790	42.88	19-255-5060
08/25/2021	98438	Albertsons / Safeway	2xLasagna, Cottage Cheese, Sour Cream, Vegis PO#9795	37.10	20-260-5060
08/25/2021	98438	Albertsons / Safeway	6xClassico, Milk. Sausage, Vegis PO#10127	48.48	20-260-5060
08/25/2021	98438	Albertsons / Safeway	Stamps for LIHEAP PO#10125	55.00	46-385-5010
08/25/2021	98439	Ascent Aviation Group, Inc.	Fuel System Filters PO#10030	485.29	04-180-5061
08/25/2021	98440	Cities West Media / Phoenix Magazine	Ad for Phx Mag-Weekend Warrior Edition PO#10215	508.75	05-185-5095
08/25/2021	98441	GreatAmerica Financial Svcs	SC Lanier lease principal 015-1449186-000	106.83	16-240-5093
08/25/2021	98441	GreatAmerica Financial Svcs	SC Lanier lease interest 015-1449186-000	9.72	16-240-5094
08/25/2021	98441	GreatAmerica Financial Svcs	TH Lanier Lease Principal 015-1446074-000	375.17	01-115-5093
08/25/2021	98441	GreatAmerica Financial Svcs	TH Lanier Lease Interest 015-1446074-000	34.15	01-115-5094
08/25/2021	98441	GreatAmerica Financial Svcs	Color Copies - Sewer	10.46	11-215-5019
08/25/2021	98441	GreatAmerica Financial Svcs	Color Copies- Admin	10.47	01-115-5019
08/25/2021	98441	GreatAmerica Financial Svcs	Color Copies -Finance	10.47	01-120-5019
08/25/2021	98441	GreatAmerica Financial Svcs	Color Copies - P&Z	10.48	01-125-501
08/25/2021	98441	GreatAmerica Financial Svcs	Color Copies - Heritage	5.02	01-150-5019
08/25/2021	98441	GreatAmerica Financial Svcs	Color Copies -HURF	5.48	02-170-5019
08/25/2021	98441	GreatAmerica Financial Svcs	Color Copies - Water	10.47	10-210-501
08/25/2021	98442	Cities West Media, Inc.	The Hike Book PO#10156	11.97	01-000-200

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
08/25/2021	98443	Kelly Electric	Troubleshoot Papi Circuits	2,000.00	04-180-5061
08/25/2021	98444	Kilium Pest Control	Quarterly Extermination PO# 10213	180.00	01-145-5062
08/25/2021	98444	Killum Pest Control	Quarterly Extermination PO# 10213	45.00	04-180-5062
08/25/2021	98444	Killum Pest Control	Quarterly Extermination PO# 10213	45.00	02-170-5062
08/25/2021	98444	Killum Pest Control	Quarterly Extermination PO# 10213	45.00	11-215-5062
08/25/2021	98444	Killum Pest Control	Quarterly Extermination PO# 10213	45.00	16-240-5062
08/25/2021	98445	LegalShield	Prepaid Legal Aug21	68.75	01-000-2019
08/25/2021	98446	Mohave Environmental Lab corp	Sewer testing 7/13/2021: Nitro, Res Chlor, ph monitor, etc.	415.00	11-215-5123
08/25/2021	98447	NBA Bank Card Center	IPad Over - CD PO#9932	18.86	01-125-5030
08/25/2021	98447	NBA Bank Card Center	Clipboard x12- CD PO#9932	21.77	01-125-5009
08/25/2021	98447	NBA Bank Card Center	Cordless Wrench Kit - Water PO#9932	54.52	10-210-5073
08/25/2021	98447	NBA Bank Card Center	Cordless Wrench Kit - Sewer PO#9932	54.52	11-215-5073
08/25/2021	98447	NBA Bank Card Center	Cordless Wrench Kit - HURF PO#9932	54.52	02-170-5073
08/25/2021	98447	NBA Bank Card Center	Cordless Wrench Kit - Blg Maint PO#9932	54.53	01-145-5073
08/25/2021	98447	NBA Bank Card Center	Heartsaver Instructor-Fire PO#9899	38.19	01-140-5017
08/25/2021	98447	NBA Bank Card Center	Zip RecruiterP&Z posting- KM- PO#10216	157.11	01-125-5019
08/25/2021	98447	NBA Bank Card Center	Fire Hydralics-Fire PO#9900	139.50	01-140-5017
08/25/2021	98447	NBA Bank Card Center	AZ Dept of Ag Annual License-AP PO#10047	72.00	04-180-5027
08/25/2021	98447	NBA Bank Card Center	YouTube TV Subscription-AP PO#10180	68.95	04-180-5025
08/25/2021	98447	NBA Bank Card Center	Cookie Dough-AP PO#10048	11.31	04-180-5030
08/25/2021	98447	NBA Bank Card Center	Fuel System Tests- AP PO#10181	.33	04-180-5030
08/25/2021	98447	NBA Bank Card Center	Fuel System Tests- AP PO#10181	.24	04-180-5030
08/25/2021	98447	NBA Bank Card Center	Annual AZ Corp Com-KM PO#10149	10,00	01-105-5025
08/25/2021	98447	NBA Bank Card Center	Annual AMCA Membership-KM PO#10173	90.00	01-115-5025
08/25/2021	98447	NBA Bank Card Center	Zoom 12mo License-KM PO#10176	149.90	01-115-5025
08/25/2021	98447	NBA Bank Card Center	Heartsaver Instructor-Fire PO#9899	38.19	01-140-5017
08/25/2021	98447	NBA Bank Card Center	Heartsaver Instruc Manual-Fire PO#9899	178.50	01-140-5017
08/25/2021	98447	NBA Bank Card Center	Fire Instructor I- Fire PO#9900	139.50	01-140-5017
08/25/2021	98447	NBA Bank Card Center	KNB-LB Batteries-PD PO#9824	163.81	01-130-5064
08/25/2021	98447	NBA Bank Card Center	36pk 123A Surefire Batteries-PD PO#9823	59.99	01-130-5064
08/25/2021	98447	NBA Bank Card Center	Fuel for Travel-HW PO#10175	55.95	01-115-5011
08/25/2021	98447	NBA Bank Card Center	Payroll Training- HW PO#10148	205.00	01-120-5017
08/25/2021	98447	NBA Bank Card Center	10yr Recog for Pena.O- KM PO#10114	130.81	01-115-5057
08/25/2021	98447	NBA Bank Card Center	TM Recruitment Mailing- KM PO#10118	26,60	01-115-5010
08/25/2021	98447	NBA Bank Card Center	Roll of Stamps- Heritage PO#9881	55.00	01-150-5010
08/25/2021	98447	NBA Bank Card Center	Marriott Gov Conf-Heritage PO#9882	269.34	01-150-5017
08/25/2021	98447	NBA Bank Card Center	AED Battery Replacement-Heritage PO#9880	449.00	01-145-5062
08/25/2021	98447	NBA Bank Card Center	Save the Date Cards - Heritage PO#9879	31.16	01-150-5020
08/25/2021	98447	NBA Bank Card Center	Gift Shop Displays- Heritage PO#9878	80.65	01-150-5058
08/25/2021	98447	NBA Bank Card Center	Websaurant Order; Popcorn, Cart, Pitchers-RVSC PO#9793	1,827.46	14-230-5089
08/25/2021	98448	Pinckard, Sharon	August Prem. Bene. Reim.PO#10208	134.94	01-000-2017
08/25/2021	98449	Sharon Pinckard	July Prem Prem.Ben.Reim	134.94	01-000-2017
UO/Z3/ZUZ I	30443	Sharon Filloratu	July Frem Frem.Den.Xem	104.34	V 1-000-20 17

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accour
08/25/2021	98450	Pitney-Bowes Purchase Power	Fee to Purchase Postage	327.50	10-210-5010
08/25/2021	98450	Pitney-Bowes Purchase Power	Fee to Purchase Postage	327.50	11-215-5010
08/25/2021	98451	Quality 1st Roofing Inc	Durolast Roofing Town Hall - 34%	35,016.60	01-145-5071
08/25/2021	98451	Quality 1st Roofing Inc	12 Man hours for Roofing at Town Hail	1,200.00	01-145-5071
08/25/2021	98452	Restaurant Supply	RVSC Convection Oven and tax PO#9791	8,755.52	14-230-5071
08/25/2021	98452	Restaurant Supply	RVSC Misc Parts-Casters x4 PO#9791	71.30	14-230-5071
08/25/2021	98452	Restaurant Supply	RVSC Lift Gate PO#9791	50.00	14-230-5071
08/25/2021	98453	Sell & Associatesn Inc.	Appraisal for NPC Bldg 578 N Main PO#10210	4,000.00	01-115-5012
08/25/2021	98454	Shamrock Foods Co	200 pk cups PO#10126	39.26	20-260-5089
08/25/2021	98454	Shamrock Foods Co	Parishable foods-Fruits, Vegis, Cheese, etc. PO#10126	511.23	20-260-5060
08/25/2021	98454	Shamrock Foods Co	Applesauce, Beans, Chilies, Carrots, Spray PO#10129	607.89	20-260-5060
08/25/2021	98455	Sunstate Technology Group	TOS- VoIP agreement Adm - missed payment Mar 21	63.00	01-115-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VoIP agreement Fin - missed payment Mar 21	63,00	01-120-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VoIP agreement P&Z - missed payment Mar 21	31.50	01-125-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VolP agreement PD - missed payment Mar 21	220.50	01-130-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VoIP agreement Fire - missed payment Mar 21	31,50	01-140-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VoIP agreement Herit- missed payment Mar 21	63.00	01-150-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VoIP agreement HURF - missed payment Mar 21	126.00	02-170-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VoIP agreement Airp- missed payment Mar 21	31.50	04-180-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VoIP agreement Water- missed payment Mar 21	15.75	10-210-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VolP agreement Sew- missed payment Mar 21	15.75	11-215-5036
08/25/2021	98455	Sunstate Technology Group	TOS- VoIP agreement SC- missed payment Mar 21	31.50	22-270-5036
08/25/2021	98455	Sunstate Technology Group	VoIP Additions - Missed payment Apr 21	49.51	10-210-5036
08/25/2021	98455	Sunstate Technology Group	VoIP Additions- Missed payment Apr 21	49.51	11-215-5036
08/25/2021	98455	Sunstate Technology Group	APC Backup Batteries- Admin PO#10147	135.97	01-115-5061
08/25/2021	98455	Sunstate Technology Group	APC Backup Batteries-Finance PO#10147	271.95	01-120-5061
08/25/2021	98455	Sunstate Technology Group	APC Backup Batteries- HURF PO#10147	135.97	02-170-5061
08/25/2021	98455	Sunstate Technology Group	APC Backup Batteries- Water PO#10147	135.97	10-210-5061
08/25/2021	98455	Sunstate Technology Group	APC Backup Batteries- Wastewater PO#10147	135.97	11-215-5061
08/25/2021	98456	Sweat Shop	Desk Name Plate	10.95	01-105-5030
	98456	Sweat Shop	Desk Name Plate	10.95	01-115-5057
08/25/2021	98457	•	1/2 NPC Electric Aug PO10206	110.01	01-115-5048
08/25/2021		Town of Eagar	•	19.66	01-150-5076
08/25/2021	98458	Treasure Chest Books	Books for gift shop resale	36.36	10-000-2025
08/25/2021	98459	Hatch Family Ltd Partners	Water Deposit Refund PO#10207	57.36	10-000-2025
08/25/2021	98460	Kyle Wyloge	Water Deposit Refund PO#10211		
08/25/2021	98460	Kyle Wyłoge	Sewer Deposit Refund - PO# 10211	100.00	11-000-2025
08/25/2021	98461	WMRMC	Med Clearance- C. Pulsipher	75.00	01-130-5134
08/25/2021	98462	Woodson Engineering & Surveying	Construction Docs - Project #120561	1,740.93	02-170-5301
08/25/2021	98463	York Technical Resources LLC	AWOS Annual Inspecion	1,146.20	04-180-5061
09/01/2021	98465	Aflac	Aug 2021 UY855	173.22	01-000-2024
09/01/2021	98466	Apache Co Treasurer	Docket Fees	13.90	01-000-2011
09/01/2021	98467	Arizona Archaeology Society	Books for Gift Shop PO#10158	91.35	01-150-5076

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
09/01/2021	98468	Ascent Aviation Group, Inc.	Equiptment Rental	350.00	04-180-5023
09/01/2021	98469	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	67.50	01-160-5077
09/01/2021	98469	AZ Dept of Corrections	Inmate Labor - HURF	157.50	02-170-5077
09/01/2021	98469	AZ Dept of Corrections	Inmate Labor - Water	90.00	10-210-5077
09/01/2021	98469	AZ Dept of Corrections	Inmate Labor - Sewer	67.50	11-215-5077
09/01/2021	98469	AZ Dept of Corrections	Inmate Labor - Senior Center	67.50	22-270-5077
09/01/2021	98470	AZ Dept of Public Safety	Fingerprint Clearance- Robert Dyson SC Volunteer	65.00	16-240-5030
09/01/2021	98471	AZ State Treasurer	Magistrate Payable July 2021	3,857.63	01-000-2011
09/01/2021	98472	AZ Supreme Court	Springerville Municiple Court - ACAP Biannual Charges; Device Main	787.98	01-110-5036
09/01/2021	98473	Future Tire	Tires for #41 PO#9934	425.16	02-170-5024
09/01/2021	98474	Mohave Environmental Lab corp	Microbiological Water Analysis	70.00	10-210-5123
09/01/2021	98474	Mohave Environmental Lab corp	microbiological water test	35.00	10-210-5123
09/01/2021	98474	Mohave Environmental Lab corp	Water Testing Aug: Microbio H20, Fecal, Coliform	220.00	11-215-5123
09/01/2021	98474	Mohave Environmental Lab corp	Efficient Outfall	160.00	11-215-5123
09/01/2021	98474	Mohave Environmental Lab corp	Well Testing	255.00	10-210-5123
09/01/2021	98474	Mohave Environmental Lab corp	EPDS003; Forest Service Well	910.00	10-210-5123
09/01/2021	98475	Pitney Bowes Global Financial	Lease Principal	199.80	01-115-5093
09/01/2021	98475	Pitney Bowes Global Financial	Lease Interest	18.18	01-115-5094
09/01/2021	98476	R. Davis Drilling, LLC	Hydrovac East Lift Station PO#9944	1,000.00	11-215-5061
09/01/2021	98477	Rim Country Mechanical, Inc.	AC Repair @ Senior Center PO#9952	348.35	16-240-5062
09/01/2021	98478	Shamrock Foods Co	Parishable foods- Carrots, Corn, Oranges, etc. PO#10132	941.07	14-230-5060
09/01/2021	98478	Shamrock Foods Co	Parishable foods- Carrots, Beans, peaches, etc. PO#10136	941.13	20-260-5060
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - Admin	48.60	01-115-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - Finance	52.47	01-120-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - P&Z	10.27	01-125-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - PD	200.66	01-130-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - AC	19.44	01-135-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - Fire	30.34	01-140-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - AP	33.26	04-180-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - Water	81.52	10-210-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - Sewer	71.49	11-215-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - B Maint	18.02	01-145-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - HC	21.55	01-150-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - Mech Shop	7.73	01-155-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - Parks	12.77	01-160-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - HURF	60,38	02-170-5004
09/01/2021	98479	Standard Insurance Co, RA	00 156419 0003 Sept 21 - SC	32.40	03-175-5004
09/01/2021	98480	The Emblem Authority	300 Shouler Patches PO#9826	603.00	01-130-5020
09/01/2021	98481	Albert Lassen	Water Deposit Refund PO#10219	37.50	10-000-2025
09/01/2021	98481	Albert Lassen	Sewer Deposit Refund - PO# 10219	37.50	11-000-2025
09/01/2021	98482	Verizon Wireless	July 23-Aug 22 2021 Airport Cell Phone	48.89	04-180-5016
09/01/2021	98482	Verizon Wireless	July 23-Aug 22 2021 Water Ceil Phone	28.35	10-210-5016

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Accour
09/01/2021	98482	Verizon Wireless	July 23-Aug 22 2021 Sewer Cell Phone	28.34	11-215-5016
09/01/2021	98482	Verizon Wireless	July 23-Aug 22 2021 Senior Center Cell Phone	38.77	42-365-5016
09/01/2021	98483	Woodland Bidg Center	Screws; Pine PO#9925	352.72	01-160-5047
09/01/2021	98483	Woodland Bidg Center	UV Plus 5 gai PO#9935	190.99	01-160-5047
09/01/2021	98483	Woodland Bidg Center	Concrete Grinding Wheel PO#10151	21.77	02-170-5073
09/01/2021	98483	Woodland Bldg Center	Aint Bait PO#9827	17.23	01-130-5030
09/01/2021	98483	Woodland Bldg Center	Brownwood, Feit, Staple, Nail, Hammer PO#9943	791.03	01-160-5047
09/01/2021	98483	Woodland Bldg Center	Brown Pipe Edge PO#9943	74.19	01-160-5047
09/01/2021	98483	Woodland Bldg Center	Grip Rite Rtn- Credit	109.78-	01-160-5047
09/08/2021	98484	Ascent Aviation Group, Inc.	Jet A Fuel Purchase	19,483.72	04-180-5090
09/08/2021	98485	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	55.50	01-160-5077
09/08/2021	98485	AZ Dept of Corrections	Inmate Labor - HURF	129.50	02-170-5077
09/08/2021	98485	AZ Dept of Corrections	Inmate Labor - Water	74.00	10-210-5077
09/08/2021	98485	AZ Dept of Corrections	Inmate Labor - Sewer	55.50	11-215-5077
09/08/2021	98485	AZ Dept of Corrections	Inmate Labor - Senior Center	55.50	22-270-5077
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services-Admin	26.44	01-115-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services -Finance	12,67	01-120-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services-P&Z	12,67	01-125-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services- PD	12.67	01-130-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services-HC	24.89	01-135-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services- Fire	51.89	01-140-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services- SC	51.89	22-270-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services- HC	25.29	01-150-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services- Parks	50.89	01-160-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services- HURF	44.00	02-170-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services- AP	51.89	04-180-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services- Water	44.00	10-210-5018
09/08/2021	98486	Blue Hills Env Assn Inc.	Sept 2021 Services- Sewer	51.89	11-215-5018
09/08/2021	98487	Brewer Law Office	Indigent Defense Attorney Fees	125.00	01-106-5055
09/08/2021	98487	Brewer Law Office	Indigent Defense Attorney Fees	160.00	01-106-5055
09/08/2021	98488	Car Quest	Battery PO- HURF #9938	72,00	02-170-5061
09/08/2021	98488	Car Quest	Battery PO- HURF #9938	137,46	02-170-5061
09/08/2021	98488	Car Quest	Battery PO-Water #9938	159.28	10-210-5024
09/08/2021	98488	Car Quest	Antifreeze/Radiator PO#9938	279.29	02-170-5024
09/08/2021	98488	Car Quest	Bar Oil -Water PO#9938	22.89	10-210-5061
09/08/2021	98489	Cowboy Up Hay and Ranch Supply	Parts and Repair of Weedeater PO#9939	108.98	02-170-5061
09/08/2021	98490	Davis Hardware	Drill Bit PO#10044	18.54	04-180-5073
09/08/2021	98490	Davis Hardware	Flood Light PO#10044	59.99	04-180-5062
09/08/2021	98490	Davis Hardware	Work Gloves-HURF PO#9942	5.45	02-170-5030
09/08/2021	98490	Davis Hardware	Work Gloves-Water PO#9942	5.44	10-210-5030
09/08/2021	98490	Davis Hardware	Work Gloves - Sewer PO#9942	5.44	11-215-5030
09/08/2021	98490	Davis Hardware	Caulking/Extention Cord PO#10046	12.62	04-180-5062

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
09/08/2021	98490	Davis Hardware	Drain Uncloggers PO#9947	46.89	01-145-5073
09/08/2021	98490	Davis Hardware	Wasp Spray PO#9947	7.19	01-160-5047
09/08/2021	98490	Davis Hardware	Work Gloves-Bldg Maint PO#9950	7.84	01-145-5030
09/08/2021	98490	Davis Hardware	Work Gloves-Parks PO#9950	7.84	01-160-5030
09/08/2021	98490	Davis Hardware	Work Gloves-HURF PO#9950	7.85	02-170-5030
09/08/2021	98490	Davis Hardware	Work Gloves -Water PO#9950	7.85	10-210-5030
09/08/2021	98490	Davis Hardware	Work Gloves -Sewer PO#9950	7.85	11-215-5030
09/08/2021	98490	Davis Hardware	Dust Masks PO#9954	15.81	01-160-5030
09/08/2021	98490	Davis Hardware	Gloves PO- HURF #9954	15.80	02-170-5030
09/08/2021	98491	Carol Sletten	Book-Three Strong Western Women PO#10160	10.46	01-000-2006
09/08/2021	98492	David, Verna	Earrings/Silver Beads PO#10159	21.00	01-000-2006
09/08/2021	98493	Marc Zebell	Framed Photo-Frozen in Time PO#10161	40.00	01-000-2006
09/08/2021	98494	Higginbotham	Renewal of Insurance Effective 7/1/2021	13,936.25	04-180-5053
09/08/2021	98495	Kienle, Sean	Milage Reimbursment Tucson R/T PO#10184	202,03	04-180-5017
09/08/2021	98496	McCauley Construction Inc.	Sheidon, Merrill & Haulapai Street Project PO#10222	84,919.49	02-170-5302
09/08/2021	98497	Napa Auto Parts	Fuel/Oil Filter PO#9937	132.99	01-140-5061
09/08/2021	98497	Napa Auto Parts	ROT/Lucas Oil PO#9937	137.08	01-140-5061
09/08/2021	98497	Napa Auto Parts	Radiator Cap/Belt PO#9937	98.59	01-140-5061
09/08/2021	98497	Napa Auto Parts	Wiper Blades/Fluids PO#9937	107.03	02-170-5024
09/08/2021	98497	Napa Auto Parts	Air Filter PO#9937	215.08	01-140-5061
09/08/2021	98497	Napa Auto Parts	Oil Filter/Oil PO#9937	50,13	16-240-5024
09/08/2021	98497	Napa Auto Parts	Blade/Bearing PO#9937	222,59	02-170-5061
09/08/2021	98497	Napa Auto Parts	Coolant PO#9937	58,46	01-140-5061
09/08/2021	98497	Napa Auto Parts	Brake Pads PO#9937	104.49	01-160-5024
09/08/2021	98497	Napa Auto Parts	Oil Filter/Oil PO#9937	75.91	01-130-5024
09/08/2021	98498	Petty Cash	WD-Lens Wipes PO#10162	5,88	01-150-5009
09/08/2021	98498	Petty Cash	Safeway-Water PO#10162	10.30	01-150-5060
09/08/2021	98498	Petty Cash	Safeway-Snacks PO# 10162	13.37	01-150-5076
09/08/2021	98498	Petty Cash	Safeway-Water PO#10162	10.30	01-150-5060
09/08/2021	98499	Pierce Coleman PLLC	Legal Services for Aug 2021	351.00	01-106-5131
09/08/2021	98500	Ron Wiener Aviation	Aeroshell 15/50 Aeroshell W100	182.49	04-180-5076
09/08/2021	98501	SimonCRE Skyline LLC	Building Permit Refund PO#10225	300.00	01-000-4004
09/08/2021	98502	Sunstate Technology Group	Computer Services - Admin Oct 2021	324.10	01-115-5036
09/08/2021	98502	Sunstate Technology Group	Computer Services-Finance Oct 2021	324.10	01-120-5036
09/08/2021	98502	Sunstate Technology Group	Computer Services P&Z Oct 2021	162.05	01-125-5036
09/08/2021	98502	Sunstate Technology Group	Computer Services -PD Oct 2021	1.134.34	01-130-5036
09/08/2021	98502	** '	Computer Services -Fire Oct 2021  Computer Services -Fire Oct 2021	162.05	01-140-5036
		Sunstate Technology Group	Computer Services - File Oct 2021  Computer Services - HC Oct 2021	324.10	01-150-5036
09/08/2021	98502	Sunstate Technology Group	•	648.20	02-170-5036
09/08/2021	98502	Sunstate Technology Group	Computer Services -HURF Oct 2021	162.00	04-180-5036
09/08/2021	98502	Sunstate Technology Group	Computer Services-AP Oct 2021 Computer Services-Water Oct 2021	81.03	10-210-5036
09/08/2021	98502	Sunstate Technology Group	•	81.03	11-215-5036
09/08/2021	98502	Sunstate Technology Group	Computer Services-Sewer Oct 2021	61.03	11-213-3036

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09/08/2021	98502	Sunstate Technology Group	Computer Services- SC Oct 2021	162.00	22-270-5036
09/08/2021	98502	Sunstate Technology Group	TOS - VolP telephone- Admin	136.53	01-115-5016
09/08/2021	98502	Sunstate Technology Group	TOS - VolP telephone- Finance	91.02	01-120-5016
09/08/2021	98502	Sunstate Technology Group	TOS - VoiP telephone- P&Z	45.51	01-125-5016
09/08/2021	98502	Sunstate Technology Group	TOS - VolP telephone- PD	591.61	01-130-5016
09/08/2021	98502	Sunstate Technology Group	TOS - VoIP telephone- Fire	136.53	01-140-5016
09/08/2021	98502	Sunstate Technology Group	TOS - VolP telephone- HC	91.02	01-150-5016
09/08/2021	98502	Sunstate Technology Group	TOS - VoiP telephone- Water	22.75	10-210-5016
09/08/2021	98502	Sunstate Technology Group	TOS - VoIP telephone- Sewer	22.75	11-215-5016
09/08/2021	98502	Sunstate Technology Group	TOS - VoIP telephone- SC	171.15	16-240-5016
09/08/2021	98503	The Tosca Law Firm PLC.	Legal Town Attorney Fees	1,363.00	01-106-5138
09/08/2021	98504	Town Cloud	Agenda Software License FY21-22	570.00	01-115-5027
09/08/2021	98505	Valley Auto Parts	Saw Blade x4 PO#9661	11.13	11-215-5073
09/08/2021	98505	Valley Auto Parts	Kroil PO#9661	26.81	11-215-5061
09/08/2021	98505	Valley Auto Parts	Cable Stop Clamps PO#9661	3.53	02-170-5061
09/08/2021	98506	Valley Imaging Solutions	Senior Center Machine	31.62	16-240-5061
09/08/2021	98507	Virtower LLC	Subscription 09/21-06/22 PO#10183	4,000.00	04-180-5025
09/08/2021	98508	White Mountain Publishing LLC	Print Ad- Open Maint Position PO#9930	65.63	02-170-5019
09/08/2021	98508	White Mountain Publishing LLC	Public Hearing- P&Z PO#9913	87.15	01-125-5019
09/08/2021	98508	White Mountain Publishing LLC	P&Z Public Hearing-MJ PO#10224	87.15	01-125-5019
09/08/2021	98508	White Mountain Publishing LLC	P&Z Director Position 8/06 PO#10224	79.23	01-125-5019
09/08/2021	98508	White Mountain Publishing LLC	P&Z Director Position-8/13 PO#10224	79.23	01-125-501
09/08/2021	98508	White Mountain Publishing LLC	P&Z Public Hearing-MJ 8/13 PO#10224	49.76	01-125-5019
09/08/2021	98508	White Mountain Publishing LLC	P&Z Director Position 8/20 PO#10224	79.23	01-125-501
09/08/2021	98508	White Mountain Publishing LLC	RFP Cleaning Service 8/20 PO#10224	67.20	01-115-5019
09/08/2021	98508	White Mountain Publishing LLC	Community Outreach 8/27 PO#10224	67.20	16-240-5019
09/08/2021	98508	White Mountain Publishing LLC	P&Z Public Hearing-MJ PO#10224	87.15	01-125-5019
09/08/2021	98508	White Mountain Publishing LLC	Fire Chief AD PO#10224	134.40	01-140-501
09/08/2021	98508	White Mountain Publishing LLC	RFP Cleaning Service 8/24 PO#10224	39.62	01-115-501
09/08/2021	98508	White Mountain Publishing LLC	P&Z Public Hearing-Rezone PO#10224	87.15	01-125-501
09/08/2021	98508	White Mountain Publishing LLC	Community Outreach Ad PO#10224	67.20	16-240-501
09/08/2021	98508	White Mountain Publishing LLC	P&Z Director Position 8/27 PO#10224	79.23	01-125-501
09/08/2021	98508	White Mountain Publishing LLC	Pubic Works Ad 8/27 PO#10224	61.35	02-170-501
Grand Total	ę-			509,212.31	

Summary by General Ledger Account Number

## TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council

FROM: Heidi Wink, Interim Town Manager

DATE: 08/18/2021

**SUBJECT:** SECOND READING OF ORDINANCE 2021-003

This is the 2<sup>nd</sup> reading of Ordinance 2021-003 and open for council and public discussion.

#### **SUGGESTED MOTIONS:**

#### **STAFF REPORT**

Mayor, please read the Title of the Ordinance out loud. (It's not necessary to read the ordinance in its entirety unless asked to do so). Thank you.

#### **ORDINANCE NO. 2021-003**

AN ORDINANCE OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY, ARIZONA AMENDING THE TOWN CODE, TITLE 2, CHAPTER 2.44 FIRE DEPARTMENT SECTION 2.44.010 CREATED COMPOSITION RELATED TO COMPOSITION OF THE DEPARTMENT; 2.44.030 COMPENSATION RELATED TO REMOVING THE ASSISTANT CHIEF AND ADDING A BATTALION CHIEF; 2.44.040 APPOINTMENTS, POWERS, AND DUTIES OF FIRE CHIEF RELATED TO THE APPOINTMENT OF THE FIRE CHIEF, 2.44.050 APPOINTMENTS AND DUTIES OF FIREFIGHTERS RELATED TO SUPERVISION OF THE FIREFIGHTERS, AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE:

#### **ORDINANCE 2021-003**

AN ORDINANCE OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY, ARIZONA AMENDING THE TOWN CODE, TITLE 2, CHAPTER 2.44 FIRE DEPARTMENT SECTION 2.44.010 CREATED COMPOSITION RELATED TO COMPOSITION OF THE DEPARTMENT; 2.44.030 COMPENSATION RELATED TO REMOVING THE ASSISTANT CHIEF AND ADDING A BATTALION CHIEF; 2.44.040 APPOINTMENTS, POWERS, AND DUTIES OF FIRE CHIEF RELATED TO THE APPOINTMENT OF THE FIRE CHIEF, 2.44.050 APPOINTMENTS AND DUTIES OF FIREFIGHTERS RELATED TO SUPERVISION OF THE FIREFIGHTERS, AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE:

WHEREAS, it is in the best interest of the Town to amend the Town Code, Chapter 2.44 FIRE DEPARTMENT, Sections 2.44.010 Created – Compensation, 2.44.030 Compensation, 2.44.040 Appointment, powers and duties of fire chief, 2.44.050 Appointment and duties of firefighters to reflect updates to the Fire Department;

**NOW THEREFORE BE IT ORDAINED** BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY, ARIZONA, AS FOLLOWS:

<u>Section 1</u>: That Chapter 2.44.010 "Created - Composition" is hereby amended by deleting the existing assistant fire chief, and inserting a battalion chief.

<u>Section 2</u>: That Chapter 2.44.030 "Compensation" is hereby amended by deleting the existing assistant fire chief, and inserting battalion chief.

<u>Section 3</u>: That Chapter 2.44.040 "Appointment, powers and duties of fire chief" is hereby amended by deleting common council, and inserting battalion.

<u>Section 4</u>: That Chapter 2.44.040 (H) "Appointment, powers and duties of fire chief" is hereby amended by deleting annual and for previous years, and inserting monthly.

<u>Section 5</u>: That Chapter 2.44.050 "Appointment and duties of firefighters" is hereby amended by deleting deputy and assistant fire, and inserting monthly.

<u>Section 6:</u> That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

<u>Section 7</u>: This Ordinance shall become effective 30 days after its passage and adoption.

#### **ORDINANCE 2021-003**

<u>Section 8</u>: All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

PASSED AND ADOPTED by the Ma Arizona, thisday of20	yor and Town Council of the Town of Springerville 21.
ATTEST:	Phil Hanson, Jr., Mayor
Kelsi Miller, Town Clerk	
APPROVED AS TO FORM:	
Tosca Henry, Town Attorney The Tosca Law Firm, PLC	
COPY OF THE ORDINANCE NO	REBY CERTIFY THAT A TRUE AND CORRECT ADOPTED BY THE COMMON COUNCIL OF NA, ON THE DAY OF 2021, HE DAY OF, 2021.
Kelsi Miller, Town Clerk	

## TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council

FROM: Heidi Wink, Interim Town Manager

DATE: 9/22/2021

**SUBJECT: ACTION ON ORDINANCE 2021-003** 

#### **SUGGESTED MOTIONS:**

I move to adopt Ordinance 2021-003, an Ordinance of the Town of Springerville amending Title 2 Chapter 2.44 FIRE DEPARTMENT, establishing an effective date and providing severability and penalties for violation.

Or I move to table item or I move to not approve.

#### **STAFF REPORT**

#### **ORDINANCE NO. 2021-003**

AN ORDINANCE OF THE TOWN OF SPRINGERVILLE, APACHE COUNTY, ARIZONA AMENDING THE TOWN CODE, TITLE 2, CHAPTER 2.44 FIRE DEPARTMENT SECTION 2.44.010 CREATED COMPOSITION RELATED TO COMPOSITION OF THE DEPARTMENT; 2.44.030 COMPENSATION RELATED TO REMOVING THE ASSISTANT CHIEF AND ADDING A BATTALION CHIEF; 2.44.040 APPOINTMENTS, POWERS, AND DUTIES OF FIRE CHIEF RELATED TO THE APPOINTMENT OF THE FIRE CHIEF, 2.44.050 APPOINTMENTS AND DUTIES OF FIREFIGHTERS RELATED TO SUPERVISION OF THE FIREFIGHTERS, AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE:

# TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council

FROM: Tim Rasmussen, Public Works Director

**DATE:** August 13, 2021

SUBJECT: Re-zoning Application- Steve Brown

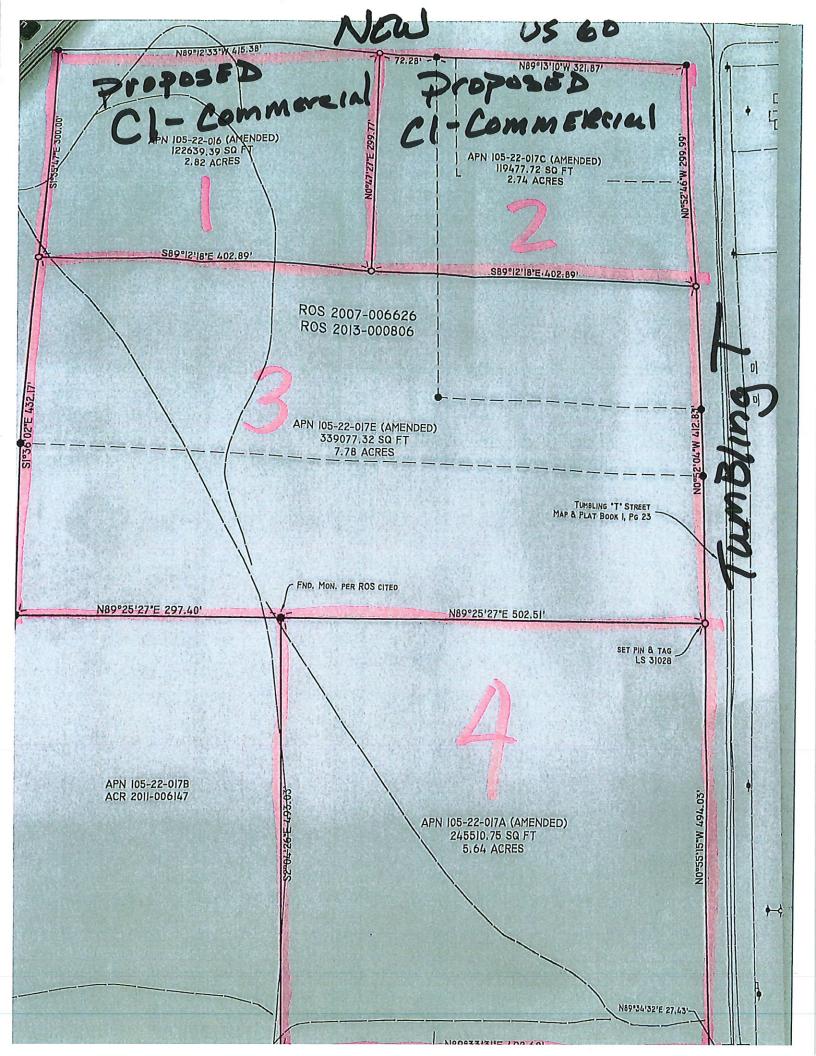
# **SUGGESTED MOTION:**

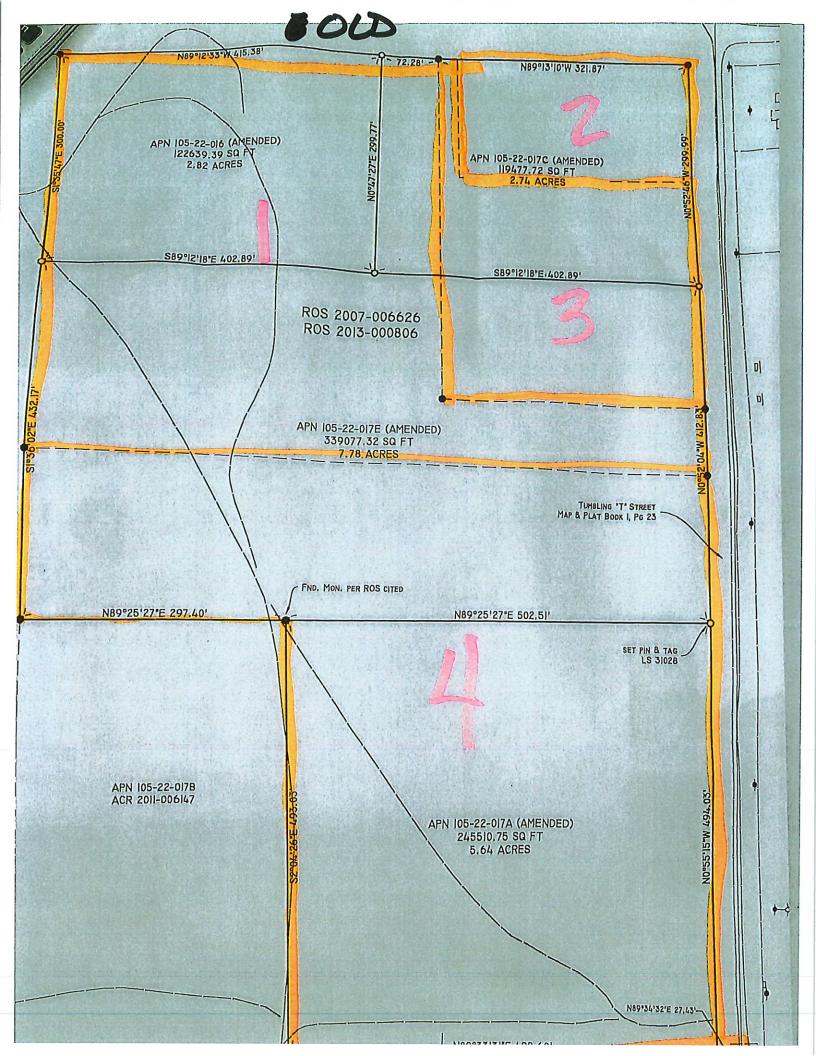
I move we approve the Re-zoning application for Parcels 105-22-016 and 105-22-017C from MF-7 Single/ Multifamily Residential to C1- General Commercial.

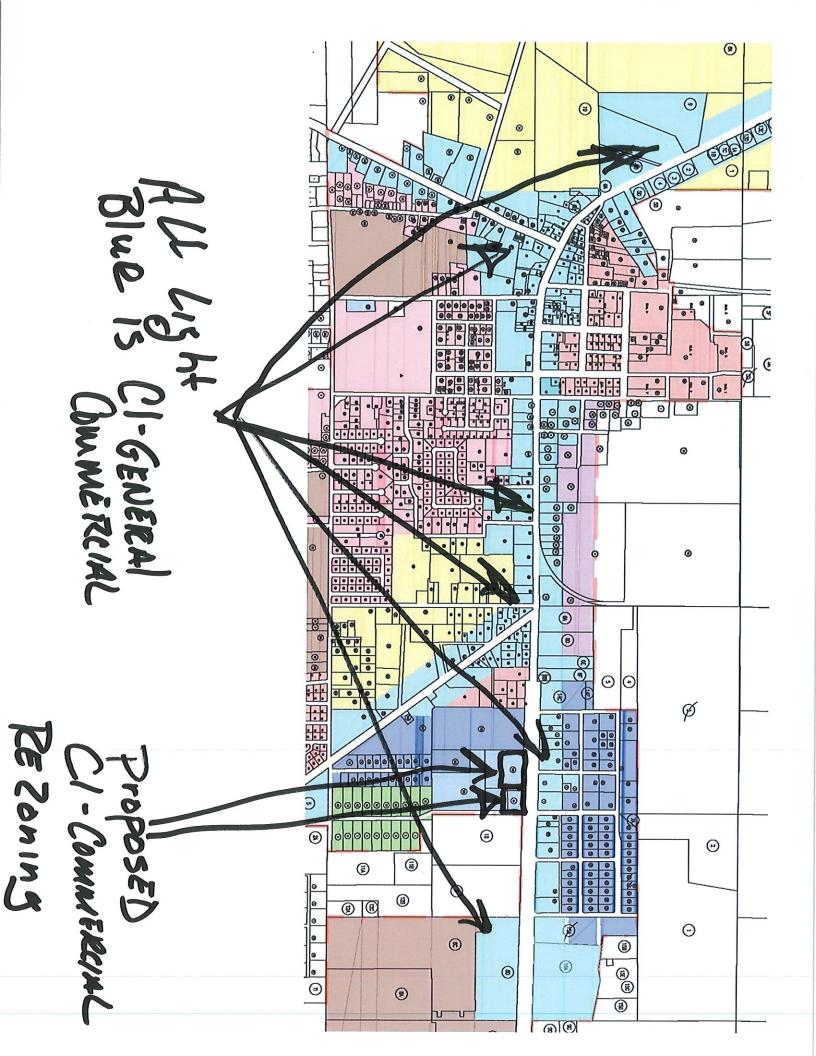
# STAFF REPORT

Planning and Zoning received a Parcel Line Adjustment Application/Rezoning Application for from Steve Brown on 5-19-2021. Mr. Brown has applied wanting to adjust the lot lines on four parcels. In the same application, it is requested to re-zone two of the four lots from MF- 7 Single/Multifamily Residential to C1 General Commercial. Both of these proposed lots are on US 60 near the intersection of Tumbling T & US 60.

The Planning and Zoning Commission held a public hearing on 8-10-2021. The Planning and Zoning Commission unanimously voted to approve the Rezoning Application for 105-22-016& 105-22-017C in regular session changing the zoning to C1- General Commercial. It is the recommendation from the Planning and Zoning Commission to the Town Council to approve this Re-zoning Application.







# TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council

FROM: Heidi Wink, Interim Town Manager/ Finance

Director

DATE: 9/22/2021

SUBJECT: IGA with ADOR

## **SUGGESTED MOTIONS:**

I move we approve the presented intergovernmental agreement with the Arizona Department of Revenue and the Town of Springerville regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or cities or towns.

OR

I move we do not approve the intergovernmental agreement or I move we table the item.

# **STAFF REPORT**

Please see the attached IGA. This is an annual renewal. The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process we will follow in the event of a disclosure. There is also clarified and simplified guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.

# THE ARIZONA DEPARTMENT OF REVENUE AND THE CITY/TOWN OF \_\_\_\_\_

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this
day of, 2021, by and between the Arizona Department of Revenue
("Department") and the City/Town of, an Arizona municipal corporation
("City/Town"). This Agreement shall supersede and replace all previous intergovernmental
agreements, including amendments thereto, entered into by the Department and City/Town
regarding the administration, collection, audit, and/or licensing of transaction privilege tax, use
tax, severance tax, jet fuel excise and use taxes, and rental occupancy taxes (collectively referred
to as "Taxes") imposed by the State, City/Town, and other Arizona municipalities.

#### RECITALS

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 *et seq.*) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 *et seq.* was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any Arizona municipality and that the Department and each municipality shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State and Arizona municipalities.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

#### 1. <u>Definitions</u>

- **1.1 A.R.S.** means the Arizona Revised Statutes.
- **1.2 Adoption of an Ordinance** means final approval by majority vote of the City/Town council.
- **1.3 Ambassador Program** means the Department's provided structure and support of curriculum related to tax administration and compliance education.

- **1.4 Arizona Management System** means the State's professional, results-driven management system that focuses on customer value and vital mission outcomes for citizens. The system is based on principles of Lean, a proven people-centered approach that has delivered effective results in both public and private sectors. Lean focuses on customer value, continuous improvement and engaged employees to improve productivity, quality, and service.
- **1.5 Audit** means examination and verification of accounts and records to determine taxpayer compliance with A.R.S. Title 42 and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.6 City Services means the Department's team or successor unit thereof that assists Arizona municipalities with administrative functions and all other activities related to transaction privilege tax licensing, collection and compliance of any kind. In this Agreement, all references to electronic communications with City Services shall be directed to the team's address at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>.
- **1.7 Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- **1.8 Confidentiality Standards** means the standards set forth in A.R.S. § 42-2001 *et seq.*, Model City Tax Code § 510, Appendix A or such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A.
- **1.9 Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.10 Federal Tax Information ("FTI") means federal tax return or return information the Department receives from the Internal Revenue Service, including any information created by the Department derived from that information. Documents obtained from a taxpayer or State tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any City/Town.
- **1.11** Model City Tax Code means the document defined in A.R.S. § 42-6051.
- **1.12 Modification** means a change to an assessment required or authorized by statute.
- 1.13 Municipal Tax or Municipal Taxes means collectively the transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax imposed by City/Town in accordance with the Model City Tax Code and similar taxes imposed by City/Town pursuant to a City/Town code section outside the Model City Tax Code that are collected via the standard transaction privilege tax return. Unless the context provides otherwise, this definition includes municipal privilege tax, municipal privilege tax license fees, and all related penalties, interest and other similar charges collected by the Department on behalf of an Arizona municipality.

- **1.14 Options Chart** means any chart contained in a section of the Model City Tax Code which identifies the various approved standard Options adopted by an Arizona municipality.
- **1.15 Primary Point of Contact ("PPOC")** means a designated City/Town representative with primary responsibility for sending and receiving communications between City/Town and the Department.
- **1.16 Profile** means a dedicated section of the Model City Tax Code that provides specific information for each Arizona municipality, including contact information, applicable tax rates, and amendments and provisions unique to City/Town.
- 1.17 Standard Audit Life Cycle Process Map means a document containing the decisions and procedures adopted by the Department and Arizona municipalities from the assignment of audits through final resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map shall be referred to SMART for resolution.
- 1.18 Standard Authorization List Update Process Map means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to keep an updated list of current employees and contractors who are authorized to receive confidential information consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.
- 1.19 Standard Inter-Jurisdictional Transfer Process Map means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to transfer tax from one (1) municipality to another upon a municipality's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.
- **1.20 State** means the State of Arizona.
- **1.21** State & Municipal Audit Resolution Team ("SMART") means an advisory group comprised of four (4) representatives from Arizona municipal taxing

- jurisdictions and four (4) representatives of the Department as set forth in Section 15 of this Agreement.
- **1.22 State Tax** or **State Taxes** means transaction privilege tax and affiliated excise taxes, including use tax, severance tax, and jet fuel excise and use taxes imposed by the State of Arizona or its counties.
- 1.23 Tax Information means information deemed confidential taxpayer information protected from disclosure pursuant to A.R.S. § 42-2001 *et seq.*, or Model City Tax Code § 510, concerning the business financial affairs or operations of a taxpayer as it relates to Municipal Taxes or State Taxes, including without limitation: tax returns and reports; license applications; information concerning taxes and receipts; the taxpayer's identity; the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, taxes withheld, deficiencies, over-assessments, or tax payments; whether the taxpayer's return was, is being, or will be examined or subject to investigation, collection, or processing; or any other data received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest.
- **1.24 Voluntary Disclosure Agreement** means a document used in a voluntary disclosure program designed for eligible taxpayers with exposure for tax liability and/or civil penalties arising from a failure to report and/or pay all Taxes due. The voluntary disclosure program allows the taxpayer to come into voluntary compliance.

#### 2. <u>Authorized Access Lists</u>

- **2.1 Statutory Authority:** The disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001 *et seq.*, and by Model City Tax Code § 510 for reporting periods prior to January 1, 2015.
- **Qualified Recipients of Information:** The Department and City/Town shall only disclose State Tax and Municipal Tax information pursuant to this Agreement to individuals authorized by law as described in Section 2.1 including those persons listed on the Authorized Access Lists provided by the Department and Arizona municipalities. Questions related to a listed Department recipient may be directed to City Services at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>. Questions related to a listed Arizona municipal recipient may be directed to the PPOC of the pertinent Arizona municipality.
- **2.3 Department's Authorized Access List:** Pursuant to Section 2.4(c) of this agreement, the Department shall maintain, update, and provide, a current list of names, job titles and contact information of Department staff and Arizona municipal representatives who are authorized by law as described in Section 2.1 of this agreement to receive State Tax and Municipal Tax information from the

Department or Arizona municipalities, as defined in the Standard Authorization List Update Process Map. Updates shall be provided on not less than a monthly basis. The Department shall immediately notify Arizona municipalities of any person whose authorization to receive State Tax and Municipal Tax information has been revoked for any reason.

- **2.4 City/Town's Authorized Access List:** City/Town shall maintain, update, and provide a current list of names, job titles and contact information of representatives acting on behalf of City/Town authorized by law as described in Section 2.1 to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.
  - (a) City/Town shall indicate a Primary Point of Contact ("PPOC") on the list to resolve any administrative issues with the Authorized Access List.
  - (b) City/Town shall ensure all personnel on the Authorized Access List meet the requirements indicated in the Confidentiality Standards (Appendix A) including completing all required confidentiality training certification and recertification as required from time to time, within the time required by the Department.
  - (c) On a monthly basis, City/Town shall email to City Services at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a> a current list of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities. With each update, City/Town shall clearly identify all changes to the list including additions and deletions, changes in job titles, and contact information. <a href="mailto:City/Town shall immediately notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason.">City/Town shall immediately notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason.
  - (d) The Department shall review City/Town's Authorized Access List. If the Department finds that any person on the list has not completed the required confidentiality training in a timely manner or does not meet the Confidentiality Standards in Appendix A, the Department shall notify City/Town PPOC to resolve the issue. The Department shall not include that person on the list until the issues have been resolved to the satisfaction of the Department.
- 2.5 Sharing of Authorized Access Lists: The Department shall share the Department's Authorized Access List and the Authorized Access Lists for all Arizona municipalities provided to the Department on the Core SFTP site. The Department shall update the lists on a monthly basis with information provided by each Arizona municipality, or as needed to immediately remove any person whose authorized access has been revoked by the Department or an Arizona municipality.

# 3. <u>Disclosure of Information by City/Town to the Department or another Arizona municipality</u>

- 3.1 Disclosure and Use of Municipal Tax Information: Any Tax Information released by City/Town to the Department or another Arizona municipality may only be used for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with A.R.S. § 42-2003 and Model City Tax Code § 510 for reporting periods prior to January 1, 2015. All Tax Information shall be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).
- **3.2 Municipal Ordinances:** City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten (10) calendar days of a request for such information from the Department. This information shall be sent to City Services electronically at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>.
  - (a) <u>Tax Code Changes</u>: City/Town shall provide notice to the Department of any tax code change with a copy of any ordinance adopted by City/Town that imposes or modifies the Municipal Taxes or municipal privilege tax license fees to be collected hereunder within ten (10) calendar days of adoption of the ordinance. This information shall be sent to City Services electronically at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>.
    - (1) City/Town agrees that any ordinance that changes a tax rate, Option selection, or includes the addition or removal of a unique Model City Tax Code exception shall take effect on the first day of the month that is at least sixty (60) calendar days after the City/Town council adopts the change. City/Town and the Department recognize there may be occasions when the City/Town council establishes an effective date less than sixty (60) calendar days after adoption. If City/Town chooses to propose an ordinance with an effective date that is less than sixty (60) days after adoption, City/Town shall notify the Department as soon as possible after that choice is made.
    - (2) The Department shall incorporate all ordinance changes into the official copy of the Model City Tax Code within ten (10) business days of receipt of notice from City/Town.
    - (3) The Department shall notify City/Town when the tax code change has been incorporated and City/Town is responsible for confirming the change has been entered correctly.
    - (4) Pursuant to A.R.S. § 42-6052 and consistent with state law, if City/Town fails to notify the Department of a tax code change within ten (10) days after approval the ordinance shall be considered null and void. All tax code changes described in this Section shall have

no effect until reflected in the official copy of the Model City Tax Code.

- (b) Annexation Ordinances: Within fifteen (15) calendar days following the adoption of an annexation ordinance, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at <a href="GIS@azdor.gov">GIS@azdor.gov</a> and City Services at <a href="citiesunit@azdor.gov">citiesunit@azdor.gov</a>. City/Town may provide the Department with a list of businesses known to be located in the annexed area.
- (c) Review of the Model City Tax Code: City/Town shall be responsible for reviewing the information contained on its Profile, the Options Charts, tax rates for City/Town, and other information specific to City/Town contained in the official copy of the Model City Tax Code and ensuring it is correct. City/Town affirms that it has an ongoing obligation to notify City Services of any changes needed to such information at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>.
- **3.3 Development and Impact Fees:** Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.
- **3.4 Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- **3.5 Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

#### 4. <u>Disclosure of Information by Department to City/Town</u>

- **4.1 Statutory Authority:** The Department may disclose information relating to State Taxes and Municipal Taxes to City/Town pursuant to A.R.S. § 42-2003 if the information relates to a taxpayer who is or may be taxable by a county, city or town or who may be subject to audit by the Department pursuant to A.R.S. § 42-6002.
- 4.2 Restrictions on Use and Disclosure to Unauthorized Parties: Any Tax Information disclosed by the Department to City/Town is subject to all restrictions provided for in A.R.S. § 42-2003. Tax Information shall only be used for internal tax administration purposes, including audit, collection and licensing activity, and may not be disclosed to the public or any unauthorized party in any manner that does not comply with the Confidentiality Standards in Appendix A.
- **4.3 Liability for Improper Disclosure:** The disclosure of confidential information concerning Arizona taxes is governed by A.R.S. § 42-2001 *et seq.*, which strictly controls the accessibility and use of this information. Individuals who receive confidential information relating to State Taxes and Municipal Taxes from the Department are subject to the penalties provided in A.R.S. § 42-2004 and other applicable statutes if they misuse or improperly disclose this information to unauthorized individuals.

- **4.4 Reporting Potential Disclosure Violations/Incidents:** The Department shall not withhold Tax Information from City/Town provided that City/Town complies with A.R.S. § 42-2001 *et seq.* and the Confidentiality Standards (Appendix A).
  - (a) If the City/Town or Department has information to suggest City/Town or any of its duly authorized representatives has violated A.R.S. § 42-2001 *et seq.* or the Confidentiality Standards (Appendix A), the City/Town or Department shall immediately notify the Cities Unit, the Department's Disclosure Officer at <a href="DisclosureOfficer@azdor.gov">DisclosureOfficer@azdor.gov</a>, and the Department's Information Security Team at InfoSec@azdor.gov.
  - (b) The City/Town and Department shall cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation, and reviewing the written response from City/Town.
  - (c) The Department:
    - (1) Shall send written notice to City/Town's PPOC detailing the alleged breach as understood by the Department and request a response to the allegation within twenty (20) calendar days of the date of the letter, and
    - (2) May inspect City/Town's records, facilities, and equipment to determine whether there has been a violation, and
    - (3) Shall review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation prior to issuing any determination.
    - (4) Shall issue a written determination to City/Town regarding the alleged violation. If the Department determines that a violation has occurred, the Department shall indicate whether a suspension of information is warranted and the length of the suspension.
  - (d) If the Department makes a written determination to suspend sharing of information to the City/Town, and City/Town is dissatisfied with the Department's determination it may, within ten (10) calendar days, submit a written request to SMART requesting the group review the determination pursuant to Section 15.
  - (e) If the Department has information to suggest City/Town violated the Confidentiality Standards (Appendix A), the Department may inspect City/Town's records, facilities, and equipment to determine whether there has been a violation. Upon receipt of written notification from the Department identifying the suspected violation City/Town shall fully cooperate with the inspection, and promptly address any identified issues.

- (f) Under no circumstances shall the suspension of any right to receive Tax Information adversely impact the Department's delivery or transfer of any City/Town revenues in any manner.
- **4.5 Information to be Provided:** Within the restrictions in statute and outlined in this Agreement, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties.
  - (a) The Department shall not provide Federal Tax Information to City/Town.
  - (b) In addition to the information detailed in Appendix B, the Department shall disclose, upon request, the following information to City/Town:
    - (1) Department tax audits, including all information related to all Arizona municipalities included in the tax audit; and
    - (2) Other relevant information necessary for City/Town's tax administration and collection purposes, including all information necessary to verify that City/Town received all revenues collected by the Department on behalf of City/Town.
- **4.6 Storage and Destruction of Tax Information:** All Tax Information provided by the Department to City/Town shall be managed, stored, protected, and destroyed in accordance with the Confidentiality Standards (Appendix A).
- **4.7 Specificity of Data:** Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B and the JT-1, TPT-2 and TPT-EZ forms in Appendix C (also provided online at www.azdor.gov) meet the specificity requirements of City/Town. The data fields identified in Appendix B and the forms in Appendix C may be revised or replaced as needed by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.

#### 5. Audit

The Department shall administer audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

- **Training:** All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in conjunction with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall do all of the following:
  - (a) Provide semi-annual audit training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to the site and training materials;

- (b) Notify City/Town of any training sessions at least thirty (30) calendar days before the date of the training session;
- (c) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at any designated training location;
- (d) Provide additional training, as needed, to inform auditors and supervisors regarding changes in State law, the Model City Tax Code, Audit Procedures or Department policy.

#### **5.2** Conflicts of Interest and Independent Contractors:

- (a) City/Town may at times choose to enter into a contract with an independent contractor to perform the tax administration, collection, audit, and licensing duties described in this Agreement or A.R.S. § 42-6001 *et seq.* Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract, City/Town shall provide a copy of each such contract to the Department.
- (b) City/Town shall notify the Department of the expiration, termination, or amendment of any agreement with such independent contractors within ten (10) business days of such event.
- (c) An auditor, supervisor, or independent contractor trained and authorized to conduct an audit, in addition to the restrictions provided under A.R.S. Title 38, Chapter 3, Article 8 (§ 38-501 *et seq.*), shall not conduct any of the following prohibited acts:
  - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.
  - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
  - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.
  - (4) Use information he/she acquires in the course of the official duties as an auditor or supervisor or independent contractor in a manner inconsistent with his/her official duties without prior written approval from the Department.
  - (5) For a period of one (1) year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a

- taxpayer against the Department or City/Town unless the firm institutes a formal screen or ethical wall to prevent any sharing of information between the person and the remainder of the firm. Documentation of such formal screen or ethical wall shall be provided by the firm upon request to the Department or City/Town.
- (6) Issue any correspondence to a taxpayer on behalf of City/Town without expressly identifying all of the following on such correspondence: the independent contractor's name; the name of the independent contractor's firm, if applicable; the independent contractor's status as an auditor or collector on behalf of City/Town; and the independent contractor's mailing address, telephone number, and e-mail address.
- (d) In addition to any other remedies available to the Department and City/Town by statute and under the terms of this Agreement, the Department may revoke an individual's authority to audit and prohibit the use of any auditor, supervisor, or independent contractor who violates this provision.

#### **5.3** Audits and Desk Reviews:

- (a) City/Town may request the Department conduct an audit or desk review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department and Arizona municipalities shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit or desk review request.
- (b) City/Town may conduct an audit or desk review of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. Before commencing such desk review, City/Town shall submit the request using the Desk Review Approval Excel Sheet. The Department shall provide City/Town with a determination to proceed or not within ten (10) calendar days of the notice from City/Town.
- (c) Except as permitted below, the Department shall conduct all audits and desk reviews of taxpayers having locations in two (2) or more Arizona municipalities. A City/Town auditor may participate in any audit or desk review the City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department shall

authorize such audits or desk reviews, to be overseen by the Department, unless there is already an audit or desk review of the taxpayer scheduled, or the Department determines the audit or desk review selection is discriminatory, an abuse of process or poses other similar defects. The Department shall notify City/Town of its determination within fifteen (15) calendar days. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department approves the audit or desk review notice.

- (e) In the case of taxpayers doing business in more than one (1) Arizona municipality:
  - (1) City/Town may either request the Department conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes, or
  - (2) City/Town may request to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
  - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form or the DMS Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within fifteen (15) calendar days of receipt of the request.
- (f) The Department may deny City/Town's request to conduct an audit or desk review in writing within fifteen (15) days for any of the following reasons:
  - (1) An audit or desk review is already in process or is scheduled or planned for the taxpayer within six (6) months of the request;
  - (2) The requested audit or desk review would interfere with strategic tax administration planning;
  - (3) The audit or desk review selection is discriminatory, an abuse of process or poses other similar defects;
  - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
  - (5) The Taxpayer was audited within the previous two (2) years;
  - (6) The Department lacks sufficient resources to conduct the audit or desk review;

- (7) The scope or subject of the audit or desk review does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit or desk review because it either lacks resources to conduct the audit or desk review itself or the scope or subject of the audit or desk review does not justify the use of Department resources, then City/Town shall notify the Department if it wants to conduct the audit or desk review under the supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department's supervisor is appointed to the audit or desk review.
- (h) Any decision by the Department denying City/Town's request to conduct any audit or desk review may be referred to SMART in accordance with Section 15 of this Agreement.
- (i) All audits or desk reviews conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors shall be trained in accordance with Section 5.1 above.
- (j) The Department may appoint a Department manager to supervise any audit or desk review conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

#### **5.4** Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department shall notify City/Town of all refund requests that are reviewed and approved involving City/Town's Municipal Taxes within thirty (30) calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 5.3 above.

- (c) The Department may assign an auditor to review requests for refunds. The Department shall notify City/Town, within thirty (30) calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assist with such reviews, with acceptance of such request at the discretion of City/Town. The Department may assign a refund request to a City/Town auditor for review, with acceptance of such assignment at the discretion of City/Town. The Department may only assign refund requests to a City/Town auditor if the City/Town is involved in the refund request.
- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed Municipal Tax refunds paid by the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.
- **Protests:** Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any appeals within thirty (30) days of receipt of the protest.
- **5.6 Status Reports**: The Department shall keep all Arizona municipalities apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department.

#### **6.** Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. If the taxpayer discloses to the Department that it owes Municipal Taxes to City/Town, the Department shall notify City/Town of the Department's intent to enter into an agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of disclosure. City/Town may subsequently request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 5.3 above.

#### 7. <u>License Compliance</u>

**7.1 License Issuance and Renewal:** The Department shall issue new municipal privilege tax licenses and renew such licenses for City/Town Municipal Tax. The

- Department shall provide City/Town with information about all persons obtaining and renewing municipal privilege tax licenses as set forth in Appendix B.
- **7.2 License Checks:** The Department and City/Town shall coordinate efforts to conduct mutual tax license compliance checks through canvassing and other compliance methods.
- **7.3 Confidentiality:** Any tax license information City/Town obtains from the Department is confidential and may only be disclosed as authorized by A.R.S. § 42-2003(G). Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.
- 7.4 Changes to License Fees: Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of an ordinance approved by voters in an election) creating or modifying a municipal privilege tax license fee, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department's City Services Unit. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty (60) calendar days after the date the Department received the ordinance from City/Town.

#### 8. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

#### 9. Responsibility for Representation in Litigation

- 9.1 Administrative Proceedings: Pursuant to A.R.S. § 42-6002, the Department shall be coordinate the litigation and defense of assessments and refund denials in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit or refund review in accordance with the Standard Audit Life Cycle Process Map. The Department shall diligently defend the interests of City/Town and City/Town shall assist in such representation as requested by either party.
- **9.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.
- **9.3 Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.

administrative Decisions: The Department shall provide a copy of any and all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department within ten (10) business days after issuance of the decision to all Arizona municipalities on a distribution list. City/Town may request to be on the distribution list by contacting City Services at <a href="mailto:citiesunit@azdor.gov">citiesunit@azdor.gov</a>. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

#### 10. <u>Collection of Municipal Taxes</u>

- **10.1 Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes are required to pay such taxes to the Department utilizing a form prescribed by the Department.
- **10.2 Delinquent Tax Collections:** Pursuant to A.R.S. § 42-6001, the Department shall collect any delinquent Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. In the event this Agreement is terminated, the Department shall continue to collect delinquent Municipal Taxes recorded on the Department's accounting system on behalf of City/Town and distribute any such amounts collected to City/Town.
- 10.3 City/Town Assistance in Delinquent Tax Collections: To expand the Department's State Tax and Municipal Tax collection efforts by leveraging City/Town resources, City/Town may choose to provide collection efforts by deploying City/Town collectors to work in conjunction with the Department on the following terms:
  - (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 5.1 of this Agreement.
  - (b) **Conflict of Interest:** A collector trained and authorized under this provision to perform collections activity shall not conduct any of the following prohibited acts:
    - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by the City/Town.
    - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
    - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment with the City/Town.

- (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (5) For a period of one (1) year after he/she ends employment with the City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.
- (c) **Revocation:** The Department may revoke the authorization of City/Town or of any individual City/Town employee to collect obligations under this Section. A revocation determination may be subject to review by SMART upon request by the individual or City/Town.
- 10.4 State of Arizona Liquor License Affidavit: City/Town may request that the Department issue a liquor license affidavit. The Department shall respond to the request via secured e-mail to indicate the status of completion of the request with a note stating complete, in-process, or unable to complete. When the City/Town requests a liquor license affidavit, they shall need to elect the prescribed method if they are willing to pay for the Arizona Department of Liquor Licenses and Control (ADOLLC) hearing when requesting the license be held for renewal until the balance of delinquent Municipal Tax is paid in full. The Department and City/Town shall negotiate how the cost of the hearing will be shared between the Department and City/Town on a case-by-case basis.
- 10.5 Uncollectible/Discretionary Write-offs: The Department shall share the annual list of uncollectible/discretionary write-offs of City/Town's Municipal Taxes prior to the write-off event at the end of the fiscal year. City/Town shall have forty-five (45) days to submit feedback.
- 10.6 Remittance: All amounts collected by the Department for City/Town's Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by Noon on the Monday after the end of the week in which the collections were received by the Department. If the Monday falls on a holiday, payment will initiated by Noon on the Tuesday after the end of the week in which the collections were received by the Department. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- **10.7 Abatement:** The Department, with the approval of the Attorney General, may abate tax under certain circumstances, including Municipal Taxes. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating Municipal Taxes or closing accounts with

Municipal taxes due. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.

- **10.8 Funds Owed to City/Town:** At all times and under all circumstances, payments remitted by a taxpayer to the Department for City/Town Municipal Taxes shall be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.
- 10.9 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected Arizona municipalities shall follow the Standard Inter-Jurisdictional Transfer Process Map.

#### 11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing taxpayer ruling requests and interpretations of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on Arizona municipalities and interpretation of Model City Tax Code. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. This Section is not intended to affect procedures for appeals and litigation as outlined in Section 5.5 and Section 9 of this Agreement.

#### 12. <u>Financing Collection of Taxes</u>

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

#### 13. Inter-Jurisdictional Transfers ("IJTs")

The Department shall administer IJTs of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map. The affected Arizona municipalities shall agree on any amounts to be transferred before notifying the Department of such amounts to be transferred under this Section.

#### 14. Education and Outreach Efforts

To further its focus on serving taxpayers and to commitment of funding Arizona's future through enhanced customer service, continuous improvement, and innovation, the Department is expanding its outreach and education program to connect with all citizens

of Arizona, strategically working with taxpayer and industry groups, tax practitioners, and Arizona's municipalities to ensure tax education of individual and business taxpayers.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers and business. Education and Outreach shall be consistent with applicable law and the Department's written guidance.

Increased education and outreach efforts among the Department and the Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasizes an ongoing two-way exchange of information and communication on issues of common interest, and is meant to promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement the workings of an Ambassador Program, whereby, the Department provides structure/support of curriculum for education related to tax administration and compliance. The City/Town shall be provided a standard work process when participating in Department-led educational events.

#### 15. State & Municipal Audit Resolution Team ("SMART")

- **15.1 Members:** The members shall consist of four (4) seats representing municipal taxing jurisdictions and four (4) seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SMART meeting.
- **15.2 Selection:** The Director of the Department shall appoint people to serve as members of SMART. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions.
- **15.3 Meetings:** SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented. Alternate members may attend meetings but cannot vote unless filling the seat of a regular member.
- **15.4 Issues:** The Department or City/Town may refer issues to SMART for resolution including but not limited to:
  - (a) Decisions by the Department to not audit a taxpayer;
  - (b) Amendments to Department audit procedures or manuals;
  - (c) Closing Agreements or a range of settlement authority;
  - (d) Abatement or account closure in collections;

- (e) Suspension of disclosure of State Tax information to City/Town;
- (f) Unresolved disagreement regarding proposed changes to the process maps defined in Sections 1.17, 1.18 and 1.19;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties.
- **15.5 Recommendations:** SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five (5) members of SMART, the Director shall accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five (5) members of the group, the Director or Director's designee may act as he/she deems to be in the best interests of all parties. Notwithstanding the above, upon request by a City/Town, the Director shall submit his/her decision to the Attorney General's Office for review.
- **15.6 Voting:** Any voting member of the committee may request the vote be held by secret ballot.
- **15.7 Procedures:** SMART shall develop procedures concerning the operation of the group consistent with this Agreement.

#### 16. Funding of Additional Auditors by City/Town

- 16.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.
- **16.2 Use of Funds:** City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.
- **16.3 Pool of Funds:** The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

**16.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

#### 17. Satellite Offices for Department Auditors

- 17.1 Funding: City/Town, at its own expense and at its sole discretion, may provide one (1) or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this Section shall require the Department to make use of such facilities provided by City/Town.
- **17.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- **17.3 Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- **17.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

#### 18. Non-availability of Funds

Every payment obligation of the Department and City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or municipal privilege tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

#### 19. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding

the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

#### 20. <u>Cancellation</u>

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

#### 21. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:
- (b) When any Notice to the Department is required under the terms of this Agreement,

such Notice shall be sent by electronic correspondence to City Services at citiesunit@azdor.gov.

#### 22. <u>Non-discrimination</u>

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

# 23. Compliance with Immigration Laws and A.R.S. § 41-4401

- 23.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."
- 23.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

23.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on this Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

#### 24. Audit of Records

City/Town and the Department shall retain all data, books, and other records ("Records") relating to this Agreement for at least six (6) years

- (a) after termination of this Agreement, and
- (b) following each annual renewal thereof.

All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. § 35-214 and A.R.S. § 35-215.

#### 25. <u>Amendments</u>

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of this Agreement.

#### 26. <u>Mutual Cooperation</u>

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

#### 27. Arbitration

To the extent required by A.R.S. § 12-1518 and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 19 of this Agreement is not considered to be a dispute arising out of this Agreement.

#### 28. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his/her designee and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

#### 29. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

#### 30. <u>Duration</u>

- 30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 and continue in force through December 31st of the following calendar year unless canceled or terminated as provided herein. The term of this Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein.
- 30.2 Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 30.8 shall thereafter be executed by the parties hereto by a separate, signed amendment and incorporated herein to be effective during the term of this Agreement and any extensions.
- 30.3 This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect.
- 30.4 This Agreement shall expire on December 31st of any year the Department is subject to sunset review by the legislature. Upon expiration, cancellation or termination, any subsequent Agreement must be ratified through signature by both parties.
- 30.5 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty (30) calendar days' notice to the other party. The termination shall become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 30.6 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 30.7 Any notice of termination shall be mailed and served on the other party in accordance with Section 21 of this Agreement.
- 30.8 During the term of this Agreement, the terms and conditions of this Agreement shall undergo an annual review to be initiated no later than June 1st of each year. The review shall be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing

jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

#### 31. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

## 32. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

## 33. Signature Authority

- 33.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.
- 33.2 This Intergovernmental Agreement may be executed in counterpart.

Signature Date  Robert Woods, Director			Signature					Date
Typed Name and Title			Typed Name and Title					
Arizona Department of Revenue								
Entity Name			Entity Name					
1600 W. Monroe St.								
Address					Ad	ldress		
Phoenix	Arizona	85007						
City	State	Zip		City		State	Zip	
RESERVED FOR THE ATTORNEY GENERAL:			RESER	VED FOR	CITY/TO	OWN AT	TORNEY:	
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.  MARK BRNOVICH The Attorney General  Signature					OWN ATT	ORNEY	THORITY:	
Assistant  Date:	Attorney General							

# APPENDIX A

# ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

#### 1. <u>Confidential Information</u>

- 1.1 Confidential Information is defined in A.R.S § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001, *et seq.*
- 1.2 "Tax Information" as defined in the IGA between the Arizona Department of Revenue ("Department") and City/Town is Confidential Information.
  - (b) License information obtained by the City/Town from the Department is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained by the City/Town from other sources is not Confidential Information.
  - (c) Information about a taxpayer's identity obtained by the City/Town from the Department is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained by the City/Town from other sources is not Confidential Information.
  - (d) Tax Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregate information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the Department's City Services Manager reviews the relevant information concerning the aggregate data and makes a written determination that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
    - (i) The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
    - (ii) The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., an allowable statement would be, "There are twelve car dealers in the city with total aggregate sales of \$1,900,000 last month, and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate imposed on high-dollar purchases.").

(iii) Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

#### 2. <u>Protecting Information</u>

- 2.1 City/Town must identify all places, both physical and logical, where City/Town receives, processes and stores Tax Information and create a plan to adequately secure those areas.
- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have written policies, standards and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at:
  NIST Special Publication (SP) 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations
- 2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing Tax Information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents. The acceptable encryption algorithms are set forth in the standards attached as Exhibit 1, which may be updated to accommodate changed technology.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Confidential Information.

- 2.8 When transporting confidential materials, the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax, a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification and submit a copy of the certification to the Department.

#### 3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, must not be disclosed in response to a public records request unless authorized by law. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing an Arizona Department of Revenue Form 285 or Form 285B, or such other form that contains the authorizing information included in those forms. City/Town may contact the Department's Disclosure Officer at <a href="DisclosureOfficer@azdor.gov">DisclosureOfficer@azdor.gov</a> if there are any questions concerning this requirement.

#### 4. Retention and Disposal of Information

- 4.1 All records received from the Department must be kept for the duration of the records retention period as listed in the official records retention schedules approved by the Secretary of State Library Archives and Public Records Division ("LAPR") published on the LAPR website.
  - (a) The Department's custom records retention schedule is published on the LAPR website at <a href="https://apps.azlibrary.gov/records/schedules.aspx">https://apps.azlibrary.gov/records/schedules.aspx</a>.
  - (b) In the event of a legal hold (such as a litigation hold or investigative hold), Department and/or City/Town may be required to retain records beyond the retention period.
- 4.2 The Department and City/Town shall follow the legal requirements for reporting the disposition and destruction of records to the Arizona State Library Archives, & Public Records Division under A.R.S. § 41-151.19. Certificate of Records Destruction Forms are found at: https://azlibrary.gov/arm/forms

- 4.3 All removable media containing Confidential Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.
- 4.4 Confidential Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.5 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

#### 5. Storing Data

Confidential Information may be stored on hard disks only if agency approved security access control devices (hardware/software) have been installed, are receiving regularly scheduled maintenance including upgrades, and are being used. Access controls must include password security, an audit trail, encryption, virus detection, and data overwriting capabilities.

#### 6. Encryption Requirements and Cryptographic Module Authentication

- 6.1 The City/Town information system must implement mechanisms for the authentication to a cryptographic module that meets the requirements of applicable laws, Executive Orders, directives, policies, regulations, standards, and guidance for such authentication.
- 6.2 Validation provides assurance that when an agency implements cryptography to protect Confidential Information, the encryption functions have been examined in detail and will operate as intended.
- All electronic transmissions of Confidential Information must be encrypted using FIPS 140-2 validated cryptographic modules. A product does not meet the FIPS 140-2 requirements by simply implementing an approved security function. Only modules tested and validated to FIPS 140-2 meet the applicability requirements for cryptographic modules to protect sensitive information. NIST maintains a list of validated cryptographic modules on its website http://csrc.nist.gov/
- 6.4 Confidential Information is required to be protected in transit and at rest. City/Town is requested to adhere to the following guidelines to use encryption:
  - Encrypt the compressed file using Advanced Encryption Standard.
  - Compress files in .zip or .zipx formats.

- Use a strong 256-bit encryption key string.
- Ensure a strong password or passphrase is generated to encrypt the file.
- Communicate the password or pass phrase with the Department of Revenue through a separate email or via a telephone call to your Department contact person. Do not provide the password or passphrase in the same email containing the encrypted attachment.
- 6.5 Refer to your specific file compression software user guide for instructions on how to compress and encrypt files. Known products compatible with the Department include but are not limited to WinZip and Secure Zip.
- 6.6 Please remember, while the attachment is encrypted, the content of the email message will not be encrypted, so it is important that any sensitive information be contained in the attachment (encrypted document).

### 7. <u>Wireless Access (if accessing State Confidential Information from a wireless network)</u>

#### City/Town must:

- Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- Authorize wireless access to the information system prior to allowing such connections.
- Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

#### 8. Interconnection Security Agreement

- 8.1 Trusted Behaviors. The City/Town system and users are expected to protect the Department's data in accordance with applicable state and federal laws.
- 8.2 Data Flows. The City/Town is responsible for creating architectural diagrams of any systems connecting to the Department systems and depicting the flow of State Confidential Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.
- 8.3 Audit Trail Responsibilities. City/Town is responsible for auditing application processes and user activities involving any information interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators or security officers. Audits, and/or security actions taken by system administrators or security officers will be recorded and available for review by the Department.
- 8.4 Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of confidential information, data loss, breach, or security concern regarding the Department's Confidential Information

by reporting the incident to the Department's: 1) City Services Manager, 2) Disclosure Officer by email at <u>DisclosureOfficer@azdor.gov</u>, and 3) the Chief Information Security Officer's Information Security Team by phone at (602) 716-6166 or email at InfoSec@azdor.gov.

8.5 The Department may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store or transmit any Department data at any time to ensure that Department information is adequately protected.

#### **EXHIBIT 1**

# **ENCRYPTION STANDARDS**

- 1. Acceptable Encryption Algorithms In order to protect the transmission or storage of Confidential Information and system access, data encryption is an essential element. Encryption requirements of National Institute of Standards and Technology (NIST SP 800-53) and Federal Information Processing Standard (FIPS) 140-2 constitute the acceptable encryption algorithms in order to receive and maintain Confidential Information.
- **2. Acceptable Security Strength** the security strength of an encryption algorithm is a projection of the time frame during which the algorithm and the key length can be expected to provide adequate security. The security strength of encryption algorithms is measured in bits, a measure of the difficulty of discovering the key.
  - a. The current minimum key strength for Confidential Information is 112 bits, however, 128 bits is recommended.
- **3. Symmetric Encryption Algorithms** The following symmetric encryption algorithms are considered acceptable for use:

Algorithm	Reference	Acceptable Key Strengths	Asymmetric Key Signature
Advanced Encryption Standard (AES)	FIPS 197	128, 192 or 256 bits	DSA
Triple Data Encryption Algorithm (TDEA) (three key 3DES)	SP 800-67	168 bits	RSA ECDSA

# **4. Key Agreement Schemes** – The following key agreement schemes are considered acceptable for use:

Key Agreement Scheme	Reference	Acceptable Key St Finite Fields	trengths Elliptical Curves
Diffie-Hellman (DH) or MOV	SP 800- 56A SP 800-135	P = 2048 $Q = 224  or  256$	N: 224-255 and H=14 N: 256-383 and H=16 N: 384-511 and H=24 N: 512+ and H=32
RSA – based	SP 800-131A	N = 2048	•

# **5. Hash Functions** – The following hash functions are considered acceptable for use:

Digital Signature Generation	Digital Signature Verification	Non-digital signature generation applications
SHA-224 SHA-256 SHA-384	SHA-224 SHA-256 SHA-384	SHA-1 SHA-224 SHA-256
SHA-512	SHA-512	SHA-384 SHA-512

# **6. Digital Signature Algorithms** – The following digital signature algorithms are considered acceptable for use:

Digital Signature Algorithm	FIPS Publication	Digital Signature Generation Settings	Digital Signature Verification Settings	Relative Strengths
Digital Signature Standard (DSA)	FIPS 186-4	p>= 2048 q = 224	p>= 2048 q = 224	>= 112 bits
RSA Digital Signature	FIPS 186-4	2048	2048	>= 112 bits
ECDSA	FIPS 186-4	224	224	>= 112 bits

# **7. Message Signature Algorithms** – The following digital signature algorithms are considered acceptable for use:

Hash Algorithms	Hash Generation	Hash Verification
HMAC	>= 112 bits	>= 112 bits
CMAC	AES, 3DES	AES, 3DES
CCM and GCM/GMAC	AES	AES

# **APPENDIX B**

# REQUIRED REPORTS AND DATA FIELDS

At a minimum, the Department of Revenue shall provide the following reports which display all of fields identified below, per report:

#### NEW LICENSE REPORT and LICENSE UPDATE REPORT

- o Region Code
- o Run Date
- o Report Start Date
- Report End Date
- Update Date
- o ID Type
- $\circ$  ID
- Account ID
- o Entity Name
- Ownership Type
- o License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- o Filing Frequency
- o Issue Date
- Account Start Date
- o Business Start Date
- Arizona Start Date
- o Doc Loc Nbr
- o Accounting Method
- Close Date
- o Close Code
- o Business Description
- o NAICS1
- o NAICS2
- o NAICS3
- o NAICS4
- o Mailing Street1
- o Mailing Street2
- Mailing Street3
- Mailing City
- o Mailing State
- o Mailing ZIP
- o Mailing Country
- o Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date

- o Audit Street1
- Audit Street 2
- Audit Street 3
- o Audit City
- Audit State
- o Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- o Business Codes
- o Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- o Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- o Primary Location State
- Primary Location Zip Code
- o Primary Location Country
- o Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- o Owner Name
- Owner Title
- Owner Name 2
- o Owner Title 2
- o Owner Name 3
- Owner Title 3

# **CITY PAYMENT JOURNAL**

- o Run Date
- Report Start Date
- Report End Date
- o GL Accounting Period

- Period End Date
- Payment received date
- o Return received date
- Payment process date
- o Return process date
- Filing Frequency
- o License ID
- o Entity Name
- Location Code
- o Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- o Doc Loc Nbr
- o Pmt Loc Nbr
- Gross Receipts
- o Total Deductions
- Tax or Fee Collected
- o P & I Collected
- Audit Collections
- Tran Type
- o Tran Subtype
- o Rev Type

# CITY PAYMENT JOURNAL SUMMARY

- o Region Code
- o Run Date
- Report Start Date
- Report End Date
- o GL Accounting Period
- o Business Code
- Number of Accounts
- Collections

# NO MONEY REPORT

- o Region Code
- o GL Accounting Period
- Period End Date
- o Payment received date
- o Return received date

- o Payment process date
- Return process date
- Filing Frequency
- o License ID
- o Entity Name
- o Location Code
- o Location Name (DBA)
- o Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- o Location Zip
- Location Country
- o NAICS
- o Business Code
- Doc Loc Nbr
- o Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- o Tax or Fee Collected
- o P & I Collected
- Audit Collections
- Tran Type
- o Tran Subtype

# **DEDUCTION REPORT**

- o Region Code
- o Run Date
- Report Start Date
- o Report End Date
- o GL Accounting Period
- Period End Date
- o License ID
- o Entity Name
- Location Code
- o Location Name (DBA)
- o Business Code
- o Doc Loc Nbr
- o Deduction Code
- Deduction Amount
- o Tran Type
- o Tran Subtype
- o Rev Type

#### **FUND DISTRIBUTION REPORT**

- o Region Code
- o Run Date
- Report Start Date
- o Report End Date
- o GL Accounting Period
- Period End Date
- o Payment Received Date
- o Return Received Date
- o Payment Processed Date
- o Return Processed Date
- o License ID
- o Entity Name
- Location Code
- o Location Name (DBA)
- o Business Code
- o Doc Loc Nbr
- Fund Allocation Code
- o Amount Distributed

# FUND DISTRIBUTION SUMMARY REPORT

- o Region Code
- o Run Date
- o Report Start Date
- o Report End Date
- o GL Accounting Period
- Fund Allocation Code
- o Amount Distributed

# **APPENDIX C**

# **REQUIRED FORMS**

1. JT-1 Joint Tax Application for a TPT License

ADOR Form 10196

2. <u>TPT-2 Transaction Privilege, Use and Severance Tax Return (filing periods beginning on or AFTER June 1, 2016)</u>

ADOR Form 11249

3. TPT-EZ Transaction Privilege, Use and Severance Tax Return

ADOR Form 11263

# TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council

FROM: Heidi Wink, Interim Town Manager

DATE: 09/22/2021

SUBJECT: Appointment of Town Manager

# **SUGGESTED MOTIONS:**

I move to appoint Christopher Collopy as the Springerville Town Manager.

OR

Table this item

# **STAFF REPORT**

Council, you may enter into Executive Session for this item if you choose as allowed under A.R.S. 38-431.03A(1)

The Town Manager recruitment began in July of 2021. Council held interviews with candidates on August 18, 2021. Council directed staff to negotiate with candidate Mr. Collopy to serve as the next Town Manager.

Per Town Code 2.12.010 The town manager shall be appointed by the common council for such time and for such period as shall be determined by the common council of the town.

# TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council

FROM: Heidi Wink / Interim Town Manager

DATE: 09/22/2021

**SUBJECT:** Town Manager Contract

# **SUGGESTED MOTION:**

I move to approve the contract with Christopher Collopy to serve as the Town Manager as presented.

OR

I move to table this item, change this item, or not approve this item.

# **STAFF REPORT**

Council, you may enter into Executive Session for this item if you choose as allowed under A.R.S. 38-431.03A(1)(4).

The Town Manager serves as a contract employee. We are proposing a two-year contract with Mr. Collopy for services of Town Manager.

# TOWN OF SPRINGERVILLE EMPLOYMENT AGREEMENT TOWN MANAGER

This Agreement is made and entered into this	day of	2021, by and between the Town of
Springerville, Arizona, a municipal corporation l	by and through	h the Town Council, hereinafter called
"Town", and Christopher Collopy, hereinafter ca	alled "Manage	er".

#### **RECITALS**

WHEREAS, the Town desires to employ the services of Manager as the Town Manager of the Town of Springerville, Arizona; and

WHEREAS, it is the desire of the Town to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Manager; and,

WHEREAS, Manager desires to accept employment as Town Manager of the Town of Springerville.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### **AGREEMENT**

# Section 1: Incorporation

The parties agree that the Recitals set forth above shall be deemed to have been incorporated into these Covenants and shall become a part of the Agreement of the parties.

# Section 2: Duties and Employment

Manager shall serve at the pleasure of the Town Council pursuant to Arizona Revised Statutes § 9-303 (3) and the Springerville Town Code, and to perform other legally permissible and proper duties and functions as the Town Council shall from time to time assign and as outlined in the Springerville Town Code.

#### Section 3: Term

The Town Council employs the manager, and the Manager accepts employment as Town Manager, a full-time position, commencing on October 4, 2021 (the "Effective Date") and ending at midnight on October 3, 2023.

If this contract is not to be extended and/or renewed, the Council shall notify the Manager in writing before September 1, 2023; otherwise, it shall be deemed that the Council has extended the normal expiration date of the Employment Contract for one year with the same salary and benefits, plus any additions or increments authorized by the Council and agreed to by the Manager.

# Section 4: Initial Employment Benefits

A. The Manager shall receive Two Thousand Five Hundred Dollars (\$2,500.00) as a moving allowance, payable within thirty (30) days following the Manager's relocation to the Town. The Manager understands and agrees that if he voluntarily resigns before the end of the Term of this Agreement, or if the Manager is terminated for cause, the Manager shall reimburse the Town for the moving allowance on a per month pro rata basis. The Manager explicitly consents to the reimbursement to the Town by withdraw of any amount due from his final paycheck or payment of vacation hours. For the avoidance of doubt and by example only, if Manager voluntarily resigns in August 2022 (10 months after being hired), the Town would be entitled to 14 months of reimbursement, or \$1,458.33 (\$2,500/24 =

 $104.1666 \times 14 = 1,458.33$ 

B. The Manager shall receive forty (40) hours of sick leave on the Effective Date of hire.

# <u>Section 5</u>: Termination and Severance Pay

A. If Manager is terminated by the Town Council, without cause, by an affirmative vote of a majority of the Town Council at any regular or special meeting, during which time Manager is willing and able to perform his duties under this agreement, then Town agrees to pay Manager a lump sum payment equal to three (3) months of the contract base salary and any accrued vacation that Manager earned during his employment with Town.

- B. If Manager is terminated "for cause" or "for conviction," the Town shall have no obligation to pay the aggregate severance pay designated in the above paragraph. "For cause" shall mean that Manager commits a substantial violation of the Town Code or the Personnel Policies, or is convicted of a felony or a misdemeanor involving moral turpitude, intentional infliction of bodily harm or the unlawful use of drugs.
- C. In the event Manager voluntarily resigns or terminates his position with the Town, the Town shall have no obligation to pay the severance designated in Section 4A-., above.
- D. As a condition precedent to receiving any severance pay, Manager shall execute a severance agreement acceptable to both parties, which shall include Manager's (i) full release of the Town, Town Council Members, and all of its agents and employees from any and all claims, including but not limited to demands, damages, causes of action or liability arising out of Manager's employments or termination of employment with the Town, and (ii) agreement not to initiate or cause to be initiated any lawsuit, claim, grievance, proceedings, or investigation of any kind, under any contract, law, or regulation, pertaining to employment with the Town.

# Section 6: Resignation

In the event Manager voluntarily resigns his position with Town, Manager shall give Town at least one (1) month's notice in advance unless the parties agree otherwise.

# Section 7: Salary

A. Town agrees to pay Manager for his service rendered pursuant hereto an annual base salary of \$95,000.00 payable installments at the same time as the other employees of the Town are paid. Compensation shall be reviewed on an annual basis and any merit increases will be at the discretion of the Town Council.

# Section 8: Performance Evaluation

A. The Town Council may review and evaluate the performance of Manager not less than annually at a time and place set by the Council. The Manager's review and evaluation shall be in accordance with specific criteria developed jointly by the Town Council and Manager. The criteria may be changed from time to time as the Town Council may determine.

B. Town Council and Manager shall define the goals and performance objectives that they determine necessary for the proper operation of the Town of Springerville and in attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives.

#### Section 9: Hours of Work

It is recognized that Manager will generally keep normal office hours, but may shift time according to Town policy and FLSA regulations.

# Section 10: Automobile

Town agrees to furnish to Manager an automobile during his employment with the Town. The automobile may be used for Town business which shall include commuting between his residence and Town Hall and incidental personal use arising hereunder. Manager agrees to comply with Arizona Revised Statutes § 38-538 et seq.. regarding the designation of motor vehicles. Manager further agrees that the automobile shall be driven only by Manager unless Manager authorizes another Town employee or Council member to drive the vehicle for Town business. Town shall be responsible for payment of liability, medical payments, uninsured, property damage, collision and comprehensive insurance and for the operation, maintenance, and repair of said automobile, arising from the permissible and lawful usage of the vehicle pursuant to this paragraph and State law.

#### Section 11: Benefits

At the time of employment Manager's workweek is Monday through Thursday 10 hours per day. On the Effective Date of this Agreement, Manager shall earn 6.538 hours of vacation time every pay period, or 26 times per calendar year, for a total of 170 hours per year. Manager acknowledges and agrees that the maximum number of vacation hours that can be accrued is 425 hours. Manager shall be both bound and entitled to all employment benefits afforded Town employees in the Town Code and Personnel Policies.

# Section 12: General Business Expenses

A. Upon written request, review, and approval Town may budget for and to pay for professional dues and subscriptions of the Manager in associations and organizations necessary and desirable for the Manager's continued professional participation, growth and advancement, for the good of the Town.

B. Town acknowledges the value of having Manager participate and be directly involved in local/state civic clubs or organizations. Accordingly, upon written request, review, and approval Town shall pay for reasonable membership fees and/or organizations.

C. Town acknowledges the need for technical devices to assist Manager in the performance of his job. Therefore, upon written request, review, and approval Town shall provide Manager with a computer, software, fax/modem, cell phone/service plan, and/or other electronic devices for manager to perform the job and to maintain reliable communication.

# Section 13: Indemnification

Town shall defend, save harmless, and indemnify Manager against any lawsuit, tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of Manager duties and those responsibilities as town manager, and will pay for the amount of legal fees, settlement or judgment arising wherefrom. The parties understand and agree that in the event of any such claim that the Town may assign the defense of such claim or action to its insurer(s) and Manager understands that the Town or its insurers shall control the appointment or retaining of any law firm to provide the defense of Manager contemplated by this section. The parties also agree that Manager may retain counsel of his own choosing at his own cost to provide additional, personal legal advice in the event of a claim covered by this indemnity.

# Section 14: Bonding

Town shall bear the full cost of any fidelity or other bonds required of Manager under any law or ordinance.

# Section 15: Provisions

The Tosca Law Firm, PLC

A. Integration: This Agreement sets forth and establishes the entire understanding between Town and Manager relating to the employment of the Manager and the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision or this Agreement during the life of the Agreement. Such amendments will be incorporated and made a part of this Agreement.

- B. Binding Effect: This Agreement shall be binding on Town and Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date: This Agreement is effective on October 4, 2021.
- D. Severability: The invalidity or partial invalidity of any portion of this Agreement will not affect the validity or any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of judicial modification of the invalid provision.
- E. Modification: Nothing herein shall prohibit the parties from amending the terms and conditions of this agreements long as the amendment is made in writing and is executed by both Town and Manager.
- F. Assignment: This Agreement is personal in its nature and neither of the parties hereto, without the express written consent of the other, shall assign or transfer this agreement or any rights or obligations hereunder.
- G. Cancellation pursuant to Ariz Rev. Stat. § 38-511: This Agreement may be cancelled by the Town, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Phil Hanson Jr., Mayor	Christopher Collopy
ATTEST:	
Kelsi Miller, Town Clerk	
APPROVED AS TO FORM:	
Tosca Henry, Town Attorney	-