



TOWN COUNCIL REGULAR MEETING

Wednesday, November 15, 2023 at 6:00 pm

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

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

TOWN COUNCIL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

2. INVOCATION:

3. ROLL CALL:

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

4. PUBLIC PARTICIPATION:

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

5. COUNCIL, MANAGER AND STAFF REPORTS:

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

- a. Mayor & Council Reports: Summary Updates on committee meetings.**
- b. Manager Tim Rasmussen: Summary Updates & presentation(s)**
- c. Staff Reports: Summary Updates**

6. CONSENT ITEMS:

- a. Consider approval of the October 18, 2023 Regular Council Meeting minutes.**
- b. Consider ratification and approval of the accounts payable register from October 11, 2023 through November 6, 2023.**

7. SPRINGERVILLE RIB THROWDOWN UPDATE:

Discussion and update regarding the 2023 Rib Throwdown. Presentations are to be no more than 10 minutes.

OLD BUSINESS

NEW BUSINESS

8. PLANNING AND ZONING DIRECTOR:

Discussion and possible action to appoint a Planning and Zoning Director/ Building Inspector.

9. INTERGOVERNMENTAL AGREEMENT UPDATE WITH AZ DEPARTMENT OF REVENUE:

Discussion and possible action on the proposed updated intergovernmental agreement between the Arizona Department of Revenue and the Town for the administration, collection, audit, and/or licensing of taxes imposed by the state.

10. INTERGOVERNMENTAL AGREEMENT FOR STUDENT RESOURCE OFFICER:

Discussion and possible action on the Intergovernmental Agreement with the Round Valley Unified School District for a student resource officer.

11. DECEMBER MEETING:

Discussion and possible action regarding the date of the December Council meeting.

12. TOWN MANAGER GOAL SETTING:

Discussion and possible direction to review and set goals for the Town Manager per Section 9 of the Town Manager Contract.

13. NOTICE OF CLAIM A. WRYE:

Discussion and possible action regarding the notice of claim from A. Wrye. Council may go into executive session pursuant to A.R.S § 38-431.03 (A) (3) .

14. ADJOURNMENT:

Submitted by: _____

Posted by: _____

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

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

Contact: Kelsi Miller, Town Clerk (kmiller@springervilleaz.gov (928) 333-2656 x 224) | Agenda published on
11/08/2023 at 7:04 AM

Town Council Agenda Staff Report

Airport Director:

Reviewing Land leases hanger, vehicle parking and Tie Down agreements. Working with the finance director to have all payments billed on the first of every month rather than the anniversary month date that tenants signed the agreement. Payments will be billed and made to the finance director.

Recent Fuel Sales:

Jet-A fuel is on track to exceed last year's volume by about 5 to 10%, mostly due to the best price in the area. 100 LL fuel is in line with last year's volume, and I will work on increasing volume. Both 100 LL Fuel and Jet-A prices on the aviation web sites have been updated and 100LL in parity with the surrounding area.

Flight Operations:

I am in the process of speaking with a couple of individuals that may be interested in constructing new hangers. Cleaning up the Apron and taxiways leading to the Apron and cutting down the weeds. Interviewed 2 applicants for part-time airport attendant but did not qualify for the position. A third candidate was interviewed, and we were going to make a job offer but he found another job. The search continues.

Projects:

The status of the Phase 1 wildlife fence to be constructed is waiting for the wildlife survey to be completed and Kimley-Horn and Associates, Inc. will be notifying us when it is completed so we can proceed to bid and construction phase. FFA consultant "Armstrong Consultants" for the 03/21 runways and taxiway improvements to start in 2025 has been updated to 2024. The exact timeline is unknown at this time and an update will be forthcoming.



Town Council Agenda Staff Report

**COMMUNITY SERVICES DEPARTMENT REPORT
NOVEMBER, 2023**

We have several upcoming events that I'd like to bring your attention to:

Shot Clinic, November 8th – we will be partnering with Apache County Health District to provide a free shot clinic for seniors.

Thanksgiving Luncheon, November 16th

Holiday Luncheon, December 14th

REMINDER: We will also be preparing Stocking for Seniors again this year and will be asking for stocking stuffer donations. Last year we gave out 62 stockings and anticipate a similar amount this year.

Our ELF tree, which will be displayed at the White Mountain Regional Medical Center, will be available early in November. The Elf Applications were given out to seniors Mid-October and are due back by November 15th. We are hoping to have them ready for shoppers before Black Friday.

October Community Assistance and Senior Services Counts:

Senior & Meal Services		Low Income Assistance Services	
Congregate Meals	369	Food Commodity Box (households)	453
Home Delivered Meals	391	Food Cards	20
Long Term Care Meals	21	Bus Pass	3
Indigent Meals	28	Fuel Cards	17
HEAD START Meals served	1880	Utility Assistance	20
Total Meals Served	2689		
Senior Equipment	1	Electric Deposits/Rental Assistance	7
Transportation Units	238	Appliance Repair/Replace	3
Volunteer Hours	120	Senior Food Boxes	136

Nutrition Education Program

Location	Age Group	Curriculum	# Participants	# Classes
Senior Center	Seniors	Nut Ed/ Food Demo	7	1
RVES	Kinder	Cooking Matters	89	15
RV Pre-School	Pre K	Color Me Healthy	25	2
Walk to School RV	K-4		200+	2



Town Council Agenda Staff Report





Town Council Agenda Staff Report

Round Valley Community Services & Senior Center



Senior News

Robin Aguero, Director

356 S. Papago St., Springerville, AZ

928-333-2516



<http://www.swpplustings.com/>





Town Council Agenda Staff Report



Sometimes, you simply don't need a 20 pound bird or a whole pie on Thanksgiving, but you still want to make a meal that feels like a treat, lifts your spirits, and stays within your budget. Across the next few pages, you'll find suggestions to cook for just 1, 2, or maybe 3 guests, with a few leftovers to enjoy the next day. Be sure to read our "Leftover Like a Pro" tips at the end of each recipe.

This Thanksgiving, if you shall dine in the company of loved ones, enjoy the conversation as much as the mashed potatoes! If you shall dine small, dine with intention. Plan a nice table setting. Eat a favorite food (even if it isn't turkey), or pick something here. Enjoy a movie night after your meal or a long distance chat with an old friend. Listen to a favorite old album, or dive into a good book. Take time for a cup of tea. Most importantly, have a good day and turn small moments into big moments. Like Charlie Brown said, "What if today, we were just grateful for everything?" Happy Thanksgiving.

Pumpkin Cookies (for now and later)

If you do not wish to buy a whole pie that may go to waste, consider making pumpkin cookies and freezing a portion of the cookies for the future. Making homemade cookies once and freezing them in multiple freezer bags is an efficient way to keep fresh baked goods on hand at a moment's notice!



A plate of homemade cookies on a snowy December day or when friends come by for a visit will be a time-saving delight.

Ingredients

- 1 3/4 cups pumpkin (pureed, cooked)
- 1 1/2 cups brown sugar
- 2 eggs
- 1/2 cup vegetable oil
- 1 1/2 cups flour
- 1 1/4 cups whole wheat flour
- 1 tablespoon baking powder
- 2 teaspoons cinnamon
- 1 teaspoon nutmeg
- 1/2 teaspoon salt
- 1/4 teaspoon ground ginger
- 1 cup raisins
- 1 cup walnuts (chopped)

Directions

1. Preheat oven to 400 degrees.
2. Mix pumpkin, brown sugar, eggs, and oil thoroughly.
3. Blend dry ingredients and add to pumpkin mixture.
4. Add raisins and nuts.
5. Drop by teaspoonfuls on greased cookie sheet.
6. Bake 10-12 minutes until golden brown.

Leftover Like a Pro Tip: This recipe will make up to 48 cookies (4 dozen), but don't despair! This recipe is an investment in the future. Enjoy 1 dozen cookies over Thanksgiving week, and freeze the remaining cookies in 3 containers (each containing 1 dozen cookies). This way, you can plan to serve these cookies at 3 additional small gatherings over the coming holiday season.

www.myplate.gov/recipes/supplemental-nutrition-assistance-program-snaps/pumpkin-cookies

Savory Chicken Casserole

Use a small store-made rotisserie chicken or canned white chicken meat, and dress it up for the holidays with cheese, cream of mushroom soup, and celery in this hearty casserole dish! Add frozen veggies like corn, peas, or carrots to make this dish even more delicious. Remember to properly store and refrigerate poultry according to USDA guidelines.



Ingredients

- 6-8 slices bread, whole wheat
- 4 ounces cooked, cubed chicken, either rinsed and drained from a can or pulled off of a rotisserie chicken
- 1/2 cup onion, chopped
- 1/2 cup celery, chopped
- 1/2 teaspoon pepper
- 2 eggs, lightly beaten
- 1 1/2 cups milk, 1%
- 1 can cream of mushroom soup, low-sodium (10.75 ounces)
- 2 teaspoons margarine
- 1/2 cup cheddar cheese, low-fat shredded (or jack cheese)
- 1/2 cup mayonnaise, light

Directions

1. Lightly coat a 9x9x2-inch baking dish with vegetable spray. Cut approximately 6 slices of bread (fresh or day-old) into 1-inch cubes and place half into the bottom of a baking dish.
2. In a bowl, combine chicken, onion, celery, mayonnaise, and pepper. Spoon mixture over bread cubes.
3. Cut 1-2 additional slices of bread into bread cubes and place over chicken mixture, and press down slightly with spoon.
4. Combine eggs and milk and pour mixture over cubes. Cover and refrigerate overnight.
5. When ready to bake, preheat oven to 325°F
6. Spoon soup over top of casserole.
7. Optional: Spread one teaspoon margarine on 1 side of a slice or two of bread. Cut buttered bread into 1/2-inch cubes and sprinkle on top of casserole.
8. Bake for 60 minutes or until knife inserted in middle comes out clean. Remove from oven and sprinkle cheese over top. Let stand 15 minutes before cutting and serving.

Leftover like a Pro: This recipe will serve up to 6 people, so if you are dining with two other guests on Thanksgiving, each of you can have a to-go meal for the next day. Properly cool, store and refrigerate leftovers according to USDA guidelines.

This recipe is an adaptation of the turkey casserole published at: www.myplate.gov/recipes/supplemental-nutrition-assistance-program-snaps/leftover-turkey-casserole.





Town Council Agenda Staff Report



**LET'S CELEBRATE &
GIVE THANKS
TOGETHER**

Join us for a
HOLIDAY LUNCH
November 16th
11:00—12:30

\$5/plate **PLEASE RSVP**
928-333-2516 (Option 1)

DECEMBER LAUGHLIN TRIP

We would like to plan our annual Laughlin Trip for early December this year. If you are interested, PLEASE contact Brian to let him know. We must have 10 minimum in order to receive the discounted room rates. We have a sign up sheet started so please reach out soon.





If you are interested, please contact Brian: 928-245-2528








Town Council Agenda Staff Report









*“When we give cheerfully and accept gratefully, everyone is blessed.”
- Maya Angelou*

 **THANKSGIVING** 


V	I	O	K	K	M	H	N	L	E	B	G	N	I	A
F	P	X	X	Y	S	T	U	F	F	I	N	G	S	Y
O	P	P	R	H	U	N	W	I	M	J	Z	Q	Y	N
M	I	U	L	X	M	X	Z	I	A	P	P	L	E	X
G	E	U	C	R	A	N	B	E	R	R	I	E	S	P
Y	K	Y	E	M	I	Q	K	Z	B	V	I	Y	P	U
A	E	C	M	E	N	S	Q	U	A	S	H	U	S	M
M	K	F	E	L	D	A	G	X	Y	C	C	C	S	P
U	B	E	M	Z	Z	U	B	M	Z	B	L	W	I	K
R	M	T	U	R	K	E	Y	D	E	L	K	M	V	I
M	A	S	H	E	D	P	O	T	A	T	O	E	S	N
O	S	Y	G	L	O	P	S	M	S	W	V	H	W	G
V	S	E	S	D	K	S	N	S	R	S	T	Q	E	O
Q	X	Y	K	K	P	G	D	V	B	J	J	Q	E	B
U	F	U	A	O	U	L	C	C	V	Y	T	F	P	E


 Pumpkin
 Squash
 Pie


 Apple
 Turkey
 Yam


 Mashed Potatoes
 Cranberries
 Stuffing



Town Council Agenda Staff Report



APACHE COUNTY
Public Health Services District

Vaccine Clinic

ROUND VALLEY COMMUNITY CENTER

356 S. PAPAGO STREET, SPRINGVILLE AZ
WEDNESDAY, NOVEMBER 8, 2023
FROM 9:00AM TO 11:00AM

The following vaccines will be available, depending on your age:
Flu, Covid-19 (monovalent), Shingles (50+), and Pneumonia (65+)
**Additional vaccines may be available with notification one week prior*

Please bring your driver's license and primary insurance or Medicare card.
Vaccines are still available, even if you do not have insurance.
If you can, please bring your vaccination record as well.

Community Partners Working Together
Apache County Public Health Services District
Round Valley Community Services & Senior Center
THANK YOU!

Please call 928-333-2415 or 928-333-2516 for additional information.

Respect for Our Future - Confidence in Our Past



Federal Nutrition Guideline

Participating in congregate nutrition programs for older adults can be fun, engaging and nutritionally satisfying. In fact, the core goals of the program – a nutritious meal, nutrition education, and an opportunity for socialization - are exactly what participants are looking for! Making healthy dietary choices can help you feel your best and stay active. It can also help you lower your risk of developing some health conditions that are common among older adults.

We receive funding for our meals through federal and state grants. They authorize nutrition services for older adults to: reduce hunger, food insecurity, malnutrition, and enhance socialization. The meals must follow the Dietary Guidelines for Americans and provide a minimum of one-third of the Dietary Reference intakes. While there's been a focus on serving lunch time, any meal – breakfast, lunch or dinner – can be served to congregate meal participants. Meals must meet set nutrition requirements. There is flexibility to local service providers like the senior center to design meals that are appealing and culturally appropriate to program participants. Just because it's served doesn't mean it must end up on a participant's plate. As long as what you request is two servings from the meal. In a meal you should expect to see:

- 1 serving of Milk
- 1 serving of Protein (2.5-3 oz)
- 1 serving of Vegetables
- 1 serving of Fruit

Cooking Demonstration

Tuesday, November 28

10:00am

**Something
FESTIVE
with Tomasa
Lozoya**





Town Council Agenda Staff Report



Come join us at the Round Valley Community Services & Senior Center
Monday—Thursday
7:00 am—2:00 pm



Lunch served at 11:30

Salad Bar w/ meals
Every Wednesday

Senior Food Boxes

2nd Tuesday of each month
For information or to sign up:

Judy Wiltbank
333-2516 x254



Drive -Thru Food Bank

Every Tuesday
10:00 am—12:30 pm
356 S. Papago St.
Springerville

NEVER MISS A
NEWSLETTER

If you would like to receive a copy of our newsletter via email each month, send an email ...

TO: raguero@springervilleaz.gov
SUBJECT: Email Newsletter



DOOR TO DOOR
TRANSPORTATION
SERVICES
FOR SENIORS

Local Transportation available throughout
Springerville and Eagar



Requested Donation:
\$2.50/ One Way
\$5.00/ Round Trip

Show Low :

1st and 3rd Friday of each month (min. 3 reservations)
\$15 Charge for Round Trip

Make your reservation at least 24 working hours in advance by calling: 928-245-2528

Like Us! Follow Us!



Like our Facebook Page
<https://www.facebook.com/RVCommunityServicesCenter>



<https://www.instagram.com/>

Blood Pressure Check
Mondays 10:30—11:30





Town Council Agenda Staff Report

November



MONDAY	TUESDAY	WEDNESDAY	THURSDAY
		<p>1</p> <p>Lunch served at 11:30</p> 	<p>2</p> <p>Lunch served at 11:30</p>
<p>6</p> <p>Lunch served at 11:30</p>	<p>7</p> <p>Lunch served at 11:30</p> <p>YOGA class 9:30</p> <p>Food Bank 10:00—12:30</p>	<p>8</p> <p>Lunch served at 11:30</p> 	<p>9</p> 
<p>13</p> <p>Lunch served at 11:30</p>	<p>14</p> <p>Lunch served at 11:30</p> <p>YOGA—Pilates 9:30</p> <p>Food Bank 10:00—12:30</p> <p>SENIOR BOXES</p>	<p>15</p> <p>Lunch served at 11:30</p> 	<p>16</p> 
<p>20</p> <p>Lunch served at 11:30</p>	<p>21</p> <p>Lunch served at 11:30</p> <p>YOGA—Pilates 9:30</p> <p>Food Bank 10:00—12:30</p>	<p>22</p> <p>Lunch served at 11:30</p> 	<p>23</p> 
<p>27</p> <p>Lunch served at 11:30</p>	<p>28</p> <p>FOOD DEMO 10:00</p> <p>Lunch served at 11:30</p>	<p>29</p> <p>Lunch served at 11:30</p> 	<p>30</p> <p>Lunch served at 11:30</p>



Town Council Agenda Staff Report

November Menu - Bon Appétit!

		1	2
		Chicken Taquitos Pinto Beans Lettuce/Tomato Fruit Cocktail	Pork Roast Mashed Potatoes/Gravy Bread Spinach Applesauce
6	7	8	9
Beef Tacos w/ Cheese Lettuce & Tomato Pears	Oven Fried Chicken/Roll Mashed Potatoes Steamed Carrots Pineapple	Beef Chili w/ Hamburger Bread Broccoli Peaches	
13	14	15	16
Grilled Cheese Tomato Soup Southwest Veggies Bread Peaches	Baked Ham Seasoned Carrots Mashed Potatoes & Gravy WG Roll Pineapple	Chicken Fajitas Onions & Peppers Sliced Tomatoes Tortilla Orange	
20	21	22	23
Tuna Salad Sandwich White Bean Soup Green Beans Strawberries & Bananas	Spaghetti / Meat sauce Corn Mixed Green Salad Garlic Bread Fruit Cocktail	BBQ Chicken Legs Sweet Potatoes Broccoli Roll Oranges	
27	28	29	30
Pepperoni Pizza Green Salad w/ Tomatoes 3-Bean Salad w/ Garbanzo, Green Beans & Corn Pineapple	Chicken Enchiladas Spinach Diced Cabbage & Tomatoes Tortillas Mixed Berries	Baked fish Mixed Veggies 7-Layer Salad Roll Fruit Cocktail	Beef Lasagna Seasoned Carrots Cucumbers/Tomato Garlic Bread Bananas



Town Council Agenda Staff Report

Report for October 2023

Springerville Heritage Center & Casa Malpais Archaeological Park / Community Event Planning

- There were approximately 267 guests to the museum in October.
- There were 54 people who took the Casa Tour in October. Revenue from the tours was \$539.
- Casa tours are now on winter break. We will resume in March, weather permitting.
- New east doors (for the entrance as well as the Udall meeting room) for the museum are scheduled to be installed, hopefully in November. The owner of the company manufacturing the doors came out the end of October and met with the Town Manager. The company will be providing a quote to replace the window areas above both doors and reinforcing the header to the east entrance so the handicapped button and bar will work without sagging. The area above both doors is rotted and will present future problems if not replaced. This might delay the install of the doors but it will be better to do it correctly so that everything will last for years to come.
- Fall Fest was a big success again this year. All food trucks sold out. The new obstacle course purchased by the Town was a huge success. As always, the hayrides to Heritage Park were a crowd favorite. We look forward to adding more attractions and growing the event every year. We have already held our rap-up meeting and gone over things we can do to improve the festival next year.

- Combining the Halloween event this year seemed to go very well. It was one location, not on a main street, where kids could trick-or-treat, play games, eat hot dogs and drink hot chocolate. Springerville took our blow-up Halloween decorations and lots of families utilized them for photo ops. It was so fun to see all the kids (and some adults) in their costumes. It was also nice driving home on Main Street without worrying that a child might dart out. Thank you to the Town Manager for helping with the event. From setting up to handing out candy to taking everything down, he was there and it was immensely appreciated. All in all, a successful night.



Town Council Agenda Staff Report

November 2023

Mayor & Council Report for Planning & Zoning Department

Planning & Zoning Director Stormy Palmer started her new role on October 30, 2023. She is excited to be back working with the Town. Several inspections have been conducted alongside the Town Manager, including ones at WMRMC for the remodel. Ms. Palmer has also been preparing for the upcoming P&Z Commission meeting that will be held on December 12, 2023.



Town Council Agenda Staff Report

Springerville Police Department Agenda Items and staff report

1. Round Valley Police Department 2023

	September	October
Total Incidents	352	371
Calls for service:	229	272
Written reports:	94	106
Self-initiated Calls	216	223
Citizen:	38	55
Agency Assist:	31	26
Total traffic citations:	20	25
DUI	3	3
Felony DUI	2	1
Vehicle collisions	2	4
Felony Arrest	11	12
Misdemeanor	25	18
DV	7	5
Warrant arrest	3	4
Total Arrests	31	30

General Information October 2023

Donation of 15 Tourniquets by Mike Nuttal with Better World Barbeque

Public Out Reach Events

- 10/07 Participated and helped with the Town Fall Fest.
- 10/18 Assisted with the Monthly Walk to School.
- 10/19 Assisted and helped with the Town appreciation BBQ.
- 10/26 Appreciation lunch at church.
- 10/31 Assisted with Halloween trunk or treat at Ramsey Park

Associated with security at the hospital during board meeting.
Present at two HOA meetings
Assisted with two funeral escorts

Other points of interest:

CURRENT STAFFING

1. Chief Merrill
2. Lt. Bevington
3. Sgt. Holmes
4. Officer Gleeson
5. Officer Maly
6. Officer Amaya
7. Officer Ben Harrison

Animal Control - Shane Phillips

Office Admin – Amy Slone, Zona Gilliam

RESERVE OFFICERS

1. Walker Richardson

VOLUNTEERS

Seven (7)

HIRING PROCESS UPDATE:

LATERALS (interviewed and in the process to be hired)

None at this time

ENTRY LEVEL (interviewed and in the process to be hired)

RECRUITS (cleared for/attending the academy)

- Cadet Thomas Scruggs started the academy on 07/24/2023 and is doing great! Graduates December 15th.
- Cadet Sidney Aragon started the academy on 09/18/2023 and is also doing great! Graduates February 29, 2023.

INTERVIEWED (waiting on background)

- Sean Fuller (Entry - just moved to Eagar from Texas) - 9/21 panel interview, physical abilities test and written exam completed, and is moving on to background investigations
- Matthew Ryan (Entry - lives in Greer) - 9/21 panel interview, physical abilities test and written exam completed, and is moving on to background investigations
- Next Academy will start January 29, 2023 in Taylor, AZ

INTERVIEWED (not accepting at this time)

1. Steven Vickers (Entry from Eagar) - needs to improve physical fitness score, invited to test later this year

2. Joseph Estes (Entry from Lakeside) -needs to improve physical fitness score, invited to test later this year

APPLICANTS (waiting on necessary paperwork and to be interviewed)

None at this time

RECEIVED TOS APPLICATION (but has not responded to correspondence for further)

- Thomas Charles Downs (Casa Grande) - emailed for additional information, no contact since 4/25/23
- Joshua Ferber (Tempe) - emailed for additional information, no contact since 6/01/23
- Kennadi Reising (Springerville, AZ) - emailed for additional information, no contact since 6/29/23, received email on 08/18/2023 requesting to still be considered for the next hiring process, 9/7/23 confirmed her attendance at the 9/21 process, 9/21 no showed to interview

NO LONGER IN THE PROCESS

- Benjamin Finch (Entry) - advised he is taking another job outside of law enforcement, 6/12 advised he would like to still be in the process, background investigation continuing, has now accepted a job at the mine and is no longer interested
- Justin Corduan (Entry from Show Low) - advised he was "not ready" for PT test on 6/1, has accepted invitation to test on 6/15, on 6/12 he advised he would no longer like to participate in the process due to distance from home to work
- Anthony Currey (Entry)- disqualified from current and all future processes
- Lorraine Robles Williams (Entry) - withdrew from process on 6/23/2023 for personal reasons
- Tristen Howard (NM Lateral) - no longer in consideration due to findings during background

Dayson W Merrill, Chief of Police

Town of Springerville Police Department
418 E Main Street
Springerville, AZ 85938



**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 11/15/23
SUBJECT: Consent Items

SUGGESTED MOTIONS:

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

Or I move we do not approve this item.

Or I move we table this item.

STAFF REPORT:

See attachments



DRAFT

TOWN COUNCIL REGULAR MEETING

Minutes

Wednesday, October 18, 2023 at 6:00 pm

Attendees: Town Manager Tim Rasmussen, Town Clerk Kelsi Miller, Town Attorney Brandan Kavanagh, Public Works Director Robert Pena, Public Works Kevin Plympton, Chief of Police Dayson Merrill, Officer Amaya, Officer Harrison

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

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

TOWN COUNCIL MEETING: 6:00 P.M.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

Minutes:

Mayor Reidhead called the meeting to order at 6:04 p.m.

Terry Shove led the pledge of allegiance.

2. INVOCATION:

Minutes:

Robert Pena offered the invocation.

3. ROLL CALL:

Minutes:

The Town Clerk completed Roll Call.

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

A quorum is present.

DRAFT

4. PUBLIC PARTICIPATION:

Minutes:

The Town Clerk reminded the Council that written comments can be submitted to be read or summarized during public participation. In summary, we received well over 200 emails in the last two days in support of Mr. Wood living in his RV on the property of Sarah and Nephi Hightower, and some just hate mail/threats. Council was invited to come review these emails at any time with the Manager or Clerk.

Terry Shove addressed the Mayor and Council. She updated that it is almost Little League Basketball season and skills camps will start soon. She explained that she is the chairman of Planning and Zoning. She reminded everyone that there is a process that does not include sending hate mail to Town staff. If someone desires to change the Town Code, they should meet with the P & Z Director to put together a proposal of the code change to bring to the Planning and Zoning Commission as a discussion item. After the commission has reviewed and offered feedback the change would be written in legal form and would receive a legal review. It could then be considered. Sending over 200 emails of hate mail is not how to make a change.

Henry Level addressed the Mayor and Council on behalf of You Are The Power regarding the issues between the Town Manager and the Hightowers with regard to Sarah's grandpa Joe Wood living in an RV on their property. He further expressed Mr. Wood elderly veteran who has earned the dignity that comes with privacy. He feels Mr. Rasmussen is insisting on removing him from this living situation and lacks decency. He further explained what You Are The Power organization does. Thanks to You Are The Power getting involved, Henry said this issue has been seen by over 250,000 people within the last 48 hours. He feels people are disgusted by how this issue has been handled and the facts of this case are no one has complained that Mr. Wood and his RV are a nuisance, or pose any threat or problem. The Town Manager has initiated this issue where there wasn't one before. He feels the Ordinance creates a crime where there is no victim. He feels Tim should have talked to the Hightowers and figured out a resolution instead of threats and comments. He feels Tim is claiming to be the bullied public servant, Henry feels Tim himself is the bully and this is a personal issue. You Are The Power will continue to highlight these behaviors if they continue, let's come to a solution and fix this ordinance.

5. COUNCIL, MANAGER AND STAFF REPORTS:

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

Minutes:

Mayor Reidhead thanked the police department for all they do. She reported on Fall Fest last weekend and that Marcie Bafford and Public Works did a great job. She next reported on the Daughters of the American Revolution event for the Madonna of the Trail, they plan to return in 5 years for the 100-year dedication. She briefed on the success of the blessing box and thanked everyone for donating to it. She lastly reminded everyone that we are in uncertain times and as a community we need to plan ahead and have things in order. As a community, we need to have plans in place for tough times.

Councilor Henderson reported he attended a meeting with Public Works on getting radio water meters.

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

Minutes:

Manager Rasmussen informed the Council that we have interviews on Monday for a Planning and Zoning Director. The Town received the plans back from the ICC for Maverick and we have sent that feedback to Maverick for review. Construction at White Mountain Regional Medical Center is going well. He reminded them that tomorrow is the employee BBQ. Lastly, he let them know the Town of Clifton has invited them to the 150-year celebration of the Town being founded.

c. Staff Reports: Summary Updates

Minutes:

Robert Pena the Public Works Director reported they have been and will continue to meet with companies regarding radio water meters. They want to make sure they look at all options before choosing what type of meters they would like. Next he reported interviews were conducted for the two open positions at public works, those have now been filled. Lastly, he reported after 19 years of hard work with public works, Fred Otero has been promoted to Foreman.

Dayson Merrill, the Chief of Police addressed the Mayor and Council. He thanked them for their continued support. He next thanked Mike Nuttall with Better World BBQ for the donation of tourniquets for patrol officers to carry as a life-saving tool. He next gave his stats for the year. He updated that they were requested to have a presence at the homecoming dance and other school events. He attended the Arizona Chiefs of Police conference. Next, he updated his staff they have 7 officers, 7 volunteers, 2 cadets currently in the academy, and looking at sending 2 more to the academy. Chief Merrill next explained that the school contacted the Town regarding a grant for a Student Resource Officer. He explained how the grant would work and that they would work for the Town of Springerville, Round Valley Police Department, and for 9 months out of the year they would work at the school and the Town would seek reimbursement for their hours at the school from the school. He discussed the amount of calls they currently get for the schools and how this could be a good thing for the community. We have an officer possibly interested in this. Next, he said he had not heard back from the Governor's office regarding the K9 grant.

6. CONSENT ITEMS:

Minutes:

ACTION: Motioned by Councilor Douglas Henderson, seconded by Vice-Mayor Davis to approve consent items 6a, 6b, and 6c as presented.

DISCUSSION: None

Vote results:

Ayes: 5 / Nays: 0

- a. Consider approval of the September 13, 2023 Special Council Meeting minutes.**
- b. Consider approval of the September 20, 2023 Regular Council Meeting minutes.**
- c. Consider ratification and approval of the accounts payable register from September 12, 2023 through October 10, 2023.**

7. PRESENTATION BY ARIZONA ALPINE TRAIL:

Minutes:

PRESENTATION: Jerry Smith with the Arizona Alpine Trail addressed the Mayor and Council. He explained this project is a work in progress. Since the last time they presented, they have been awarded a grant of \$364,000 for a master plan design. They have found an engineering firm to start working on this. The grant is set up where they must pay the engineers and then apply for reimbursement. The trail would be 750 miles from Payson to Hannagan Meadows, with trails that would allow people to come into town for food and gas. This will primarily be on already existing trails and forest roads, they would just be connecting them and trying to keep people off of the highways. This could be an economic boom for towns along the trail. The trail comes about 5 miles from Springerville. The last time they presented they asked for two things, a letter of support for this project that will help them with grants etc, and \$1 per person by population so roughly \$2,000. He reminded the Council they denied a support letter and any funds for the project at the June meeting. He clarified that they will have parking areas in town but have no intent of campgrounds.

OLD BUSINESS

8. LETTER OF SUPPORT:

Minutes:

DISCUSSION: Councilor Scott expressed he feels this could be good for our businesses and help with our tourism revenues.

ACTION: Motioned by Councilor Donald Scott, seconded by Councilor Florencio Lozoya to initiate a letter of support for the Arizona Alpine Trail, Inc.

Vote results:

Ayes: 5 / Nays: 0

9. RESOLUTION 2023-R008:

Minutes:

DISCUSSION: Becki Christensen, the director of the Springerville Eagar Regional Chamber of Commerce addressed the Mayor and Council. She explained that the Destination Marketing Organization designation is for the AZ Office of Tourism. They will split paying for some marketing 50/50. She briefed them on the upcoming advertisements they will have in the Road Runner on the Coronado Trail. She added if Springerville would like to be involved in choosing the marketing material, Council can be. It can be in print or digital form.

ACTION: Motioned by Councilor Donald Scott, seconded by Councilor Florencio Lozoya to approve Resolution 2023-R008 A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, DESIGNATING THE SPRINGERVILLE – EAGAR REGIONAL CHAMBER OF COMMERCE AS THE OFFICIAL DESTINATION MARKETING ORGANIZATION (DMO) FOR THE PURPOSE OF COORDINATING TOURISM PROMOTION WITH THE ARIZONA OFFICE OF TOURISM (AOT), AND DESIGNATING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A DMO AFFIDAVIT ON BEHALF OF THE TOWN OF SPRINGERVILLE .

Vote results:

Ayes: 5 / Nays: 0

NEW BUSINESS

10. BULK WATER:

Minutes:

Vive-Mayor Richard Davis recused himself from this item.

DISCUSSION: Manager Rasmussen explained in the past the Town has sold commercial bulk water. Staff is asking Council if they would like to continue doing so. Councilor Henderson asked if this puts a strain on our system. Tim explained it doesn't always, but it could. We are pumping more water and it kicks in additional well. The Public Works Director, Robert Pena said this year we did not have any issues with not having enough water, but it could happen especially during the summer months. When we can't keep up with the needs we have to enforce water restrictions. Councilor Lozoya asked if we could sell the water until we were strained. Manager Rasmussen said when these accounts are set up, there is always the caveat that we can stop selling water to them at any time if our system can't keep up with the need. Another issue is contractors usually underestimate how much water they need, making it hard to gauge if we have enough. Councilor Scott discussed possible lost revenue, and also the cost to produce the water. It is estimated if a contractor does use 12,000 gallons a day that, the town would loose \$6,700 of monthly revenue. Mayor Reidhead expressed she does not want to compete with private businesses either.

ACTION: Motioned by Councilor Douglas Henderson, seconded by Councilor Donald Scott to no longer sell commercial bulk water.

Vote results:

Ayes: 4 / Nays: 0

11. FITNESS CENTER POLICY:

Minutes:

DISCUSSION: It was discussed that the Town has a fitness center primarily for the Police Officers, but also can be used by Town Staff. As the fitness center is starting to be used more we looked into what the rules and procedures were for it and realized we have none. After reaching out to other Towns and working with Legal we are presenting a policy for the fitness center that includes rules and a liability waiver. Councilor Scott asked if there is enough equipment for staff to be utilizing it and not getting in the way of the police department. Chief Merrill explained the officers who do use it are not using it during normal hours, they are there either late at night or early in the morning. The fire department also has access to this gym until they build a new one. Chief Merrill supports a waiver, and some type of accountability on who is utilizing it.

ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Donald Scott to approve the Town employee fitness center policy and waiver as presented.

Vote results:

Ayes: 5 / Nays: 0

12. COMPLAINT:

Minutes:

DISCUSSION: Councilor Douglas Henderson started by saying he received a call from Tim asking if he would come to Town Hall to review a complaint he received. The complaint said "To whom it

may concern: First I would like to thank you for taking my call. Here is the synopsis of what happened today 09/27/2023 I made a call to the Town of Springerville around 1:30 today, first I tried calling Travis Udall , I had just left a message. Then I remembered Tim is the main guy who always did our inspections anyway, so I wanted to speak with him. I did not begin the call angry in anyway. So there was no reason for his attitude against me. Me " Hello Tim this is Sarah Hightower at ----- Drive Springerville how are you today. Tim " Good" c Me" I have a question I need my C of O my October , as my construction loan is ending by the end of the month, but" Tim" G** D*** it Sarah , what the h*** did I tell you last time I was out there?" Me " If you give me a fu*&^ing minute and let me ask my question and to schedule you a time for the final inspection etc.." Once Councilor Henderson got to Town Hall he was informed that someone else was in the room and the phone call was on speaker. Mayor Reidhead heard the entire conversation. Mayor Reidhead explained she heard the whole conversation and those are complete lies. She explained what happened was they were getting ready to go into a meeting when Tim's phone rang, he said it is a local number let me get this. It was Sarah, she was in distress because she said she only had one day left to get her C of O for her loan and Tim said Sarah, trying to stop her and she went off. She said no one talks to me like that and so Tim hung up on her. It wasn't but a few minutes later that Tami came in and said Sarah was back on the phone and that if Tim refused to take her call she would call the higher ups and smear his name all over Facebook. She further explained now we have hate mail and threats against two employees that have done nothing wrong.

The public was reminded multiple times there is not an open hearing on the agenda for this item.

13. NOTICE OF CLAIM A. WRYE:

Minutes:

ACTION: Motioned by Councilor Donald Scott, seconded by Vice-Mayor Richard Davis to enter into Executive Session at 7:01 p.m.

Vote results: Ayes: 5 / Nays: 0

SECOND ACTION: Motioned by Vice-Mayor Richard Davis, seconded by Councilor Scott to enter back into regular session at 7:26 p.m.

Vote results: Ayes: 5 / Nays: 0

Vote results:

Ayes: 5 / Nays: 0

14. ADJOURNMENT:

Minutes:

The meeting was adjourned at 7:26 p.m.

Shelly Reidhead, Mayor

ATTEST:

Kelsi Miller, Town Clerk

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

Dated this _____ day of _____, 2023

_____. Kelsi Miller, Town Clerk

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

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



TOWN OF SPRINGERVILLE
"GATEWAY TO THE WHITE MOUNTAINS"

Council Meeting November 15, 2023

Check Register

10/11/23 thru 11/6/23 Accounts Payable Expenses	\$356,954.66
Pay Period End 10/07/23 & 10/21/23	\$188,506.12
Total Expensed Dollar Amount for Consent Agenda	\$545,460.78
Total Revenue Received 10/11/23 thru 11/06/23	\$331,273.67

Balances on all cash accounts as of November 6, 2023

Checking Account	\$6,717,563.94
LGIP Savings	\$4,480,709.25

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
10/11/2023	101021	Aaron Doster	Refund on Cond Use Permit PO#12263	125.00	01-000-4005
	Total 101021:			125.00	
10/11/2023	101022	ADEQ	MAP - Monitoring Assistance Program Sept 2023	2,213.48	10-210-5027
	Total 101022:			2,213.48	
10/11/2023	101023	Albertsons / Safeway	Water PW PO #12095	25.41	11-215-5030
	Total 101023:			25.41	
10/11/2023	101024	Apache Co Public Health Serv. District	Food Permit 2023-2024 - R. Agyero PO#12144	250.00	03-175-5027
	Total 101024:			250.00	
10/11/2023	101025	Aragon, Sidney	Reimbursement mileage to Tucson Academy	160.84	01-130-5011
	Total 101025:			160.84	
10/11/2023	101026	AZ Dept of Corrections(M)	Inmate Milage-Parks & Cemetary	22.16	01-160-5077
10/11/2023	101026	AZ Dept of Corrections(M)	Inmate MilageHURF	51.71	02-170-5077
10/11/2023	101026	AZ Dept of Corrections(M)	Inmate Milage-Water	29.55	10-210-5077
10/11/2023	101026	AZ Dept of Corrections(M)	Inmate Milage-Sewer	22.16	11-215-5077
10/11/2023	101026	AZ Dept of Corrections(M)	Inmate Milage-Head Start	22.16	20-260-5077
	Total 101026:			147.74	
10/11/2023	101027	Butch L. Gunnels	Magistrate Judge Services	461.54	01-110-5012
	Total 101027:			461.54	
10/11/2023	101028	Davis Hardware	Bolts PO#11980	21.08	02-170-5028
10/11/2023	101028	Davis Hardware	2X2 Coupling PO#11980	10.90	10-210-5129
10/11/2023	101028	Davis Hardware	Film Stretch PO#11980	109.08	01-160-5030
10/11/2023	101028	Davis Hardware	Eco Smart Water heater PO#11980	218.19	01-145-5062
10/11/2023	101028	Davis Hardware	Under cabinet light PO#11980	38.17	01-145-5062
10/11/2023	101028	Davis Hardware	Blow off duster PO#11980	17.44	02-170-5009
10/11/2023	101028	Davis Hardware	Wasp & Hornet Killer PO#11980	15.28	01-160-5030

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101028:				430.14	
10/11/2023	101029	Mohave Environmental Lab corp	Monitoring Well 0923	305.00	10-210-5123
10/11/2023	101029	Mohave Environmental Lab corp	Effluent Outfall 0923	175.00	11-215-5123
10/11/2023	101029	Mohave Environmental Lab corp	Lead and Copper, metal prep PO#11980	1,900.00	10-210-5123
Total 101029:				2,380.00	
10/11/2023	101030	Pete Ruthenbeck	Event Trailer Deposit Refund - Pete Ruthenbeck PO#12259	200.00	01-000-2027
10/11/2023	101030	Pete Ruthenbeck	Event Trailer Rental Refund - Pete Ruthenbeck PO#12259	25.00	01-000-4033
Total 101030:				225.00	
10/11/2023	101031	RAGHT	Oct23 Premium	6,509.39	01-000-2020
10/11/2023	101031	RAGHT	Oct23 Premium	841.60	01-115-5004
10/11/2023	101031	RAGHT	Oct23 Premium	2,198.38	01-120-5004
10/11/2023	101031	RAGHT	Oct23 Premium	834.10	01-125-5004
10/11/2023	101031	RAGHT	Oct23 Premium	17,436.97	01-130-5004
10/11/2023	101031	RAGHT	Oct23 Premium	1,527.27	01-135-5004
10/11/2023	101031	RAGHT	Oct23 Premium	1,538.87	01-145-5004
10/11/2023	101031	RAGHT	Oct23 Premium	874.42	01-150-5004
10/11/2023	101031	RAGHT	Oct23 Premium	614.15	01-155-5004
10/11/2023	101031	RAGHT	Oct23 Premium	703.38	01-160-5004
10/11/2023	101031	RAGHT	Oct23 Premium	3,336.68	02-170-5004
10/11/2023	101031	RAGHT	Oct23 Premium	1,531.02	03-175-5004
10/11/2023	101031	RAGHT	Oct23 Premium	3,670.71	10-210-5004
10/11/2023	101031	RAGHT	Oct23 Premium	3,051.81	11-215-5004
10/11/2023	101031	RAGHT	Oct23 Premium	830.35	55-430-5004
Total 101031:				45,499.10	
10/11/2023	101032	Rhinehart Oil Co. LLC	Bulk Fuel	2,228.43	02-170-5011
10/11/2023	101032	Rhinehart Oil Co. LLC	Bulk Fuel	477.52	10-210-5011
10/11/2023	101032	Rhinehart Oil Co. LLC	Bulk Fuel	477.52	11-215-5011
10/11/2023	101032	Rhinehart Oil Co. LLC	FC 0930	55.71	02-170-5011
10/11/2023	101032	Rhinehart Oil Co. LLC	Bulk Fuel	1,402.86	02-170-5011
10/11/2023	101032	Rhinehart Oil Co. LLC	Bulk Fuel	300.62	10-210-5011
10/11/2023	101032	Rhinehart Oil Co. LLC	Bulk Fuel	300.62	11-215-5011
10/11/2023	101032	Rhinehart Oil Co. LLC	FC 0923	36.04	02-170-5011

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101032:				5,279.32	
10/11/2023	101033	The Rigg Law Firm PLLC	Prosecution Fees - Sept 2023	1,515.00	01-106-5068
Total 101033:				1,515.00	
10/11/2023	101034	Mercedes Reyes	Over Payment on Account #6.06950.02	46.47	10-000-1012
10/11/2023	101034	Mercedes Reyes	Over Payment on Account #6.06950.02	45.40	11-000-1012
Total 101034:				91.87	
10/11/2023	101035	Johnny Baca	Deposit refund / Final Billed PO#12264	43.69	10-000-2025
Total 101035:				43.69	
10/18/2023	101036	Allegra	RVPD Decals/Magnets PO#12025	939.25	01-130-5019
10/18/2023	101036	Allegra	RV AC Decals/Magnets PO#12025	109.88	01-135-5019
Total 101036:				1,049.13	
10/18/2023	101037	Bally Malis Custom Work, LLC	Council Chambers Roof Repair/Replace 60% down	10,080.00	01-145-5071
Total 101037:				10,080.00	
10/18/2023	101038	Brown & Brown Law Offices	Legal Water Adjudication Aug/Sept 2023	10,622.56	10-210-5033
10/18/2023	101038	Brown & Brown Law Offices	Filing Fees July/Aug 2023	1,265.00	10-210-5012
Total 101038:				11,887.56	
10/18/2023	101039	Cowboy Up Hay and Ranch Supply	Auto cut 25 - X5 PO#12228 ¹	136.32	02-170-5064
Total 101039:				136.32	
10/18/2023	101040	Dana Kepner Company	NL 3/4" Ford Ball Valve X10 PO#11657	986.71	10-210-5129
10/18/2023	101040	Dana Kepner Company	4" Rubber Saddle Wye w/ clamps PO#12088	458.66	11-215-5064
Total 101040:				1,445.37	
10/18/2023	101041	Frontier	Phone 2657 Oct 2023 - Admin	32.29	01-115-5016
10/18/2023	101041	Frontier	Phone 2657 Oct 2023 - Finance	19.37	01-120-5016
10/18/2023	101041	Frontier	Phone 2657 Oct 2023 - P&Z	32.29	01-125-5016

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
10/18/2023	101041	Frontier	Phone 2657 Oct 2023 - Heritage	6.46	01-150-5016
10/18/2023	101041	Frontier	Phone 2657 Oct 2023 - HURF	12.92	02-170-5016
10/18/2023	101041	Frontier	Phone 2657 Oct 2023 - Water	12.92	10-210-5016
10/18/2023	101041	Frontier	Phone 2657 Oct 2023 - Sewer	12.92	11-215-5016
10/18/2023	101041	Frontier	Airport Card Reader Oct 2023	98.43	04-180-5016
Total 101041:				227.60	
10/18/2023	101042	GovBUILT	Rebuilding of Town Website Phase 1of3	3,316.66	01-115-5012
Total 101042:				3,316.66	
10/18/2023	101043	Law Office of Michael S Penrod, PLC	Defense Attorney-Bridget Brown	192.50	01-106-5055
10/18/2023	101043	Law Office of Michael S Penrod, PLC	Defense Attorney-Mario Leon	137.50	01-106-5055
Total 101043:				330.00	
10/18/2023	101044	Mohave Environmental Lab corp	Microbiological, Water analysis 0923	70.00	10-210-5123
10/18/2023	101044	Mohave Environmental Lab corp	Fecal Coliform, Total coliform, Courier 0923	315.00	11-215-5123
Total 101044:				385.00	
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - Building Maint	620.04	01-145-5021
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - Police	521.59	01-130-5021
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - Animal Control	58.13	01-135-5021
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - Mechanic Shop	206.17	01-155-5021
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - Parks & Cemetary	622.18	01-160-5021
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - HURF	2,578.72	02-170-5021
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - Airport	1,058.66	04-180-5021
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - Water	3,975.46	10-210-5021
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - Sewer	2,336.50	11-215-5021
10/18/2023	101045	Navopache Electric co-op Inc.	Electricity - SC Head Start	517.71	20-260-5021
Total 101045:				12,495.16	
10/18/2023	101046	Occupational Safety Services	DOT Program Management Oct 2023-Sept 2024	150.00	02-170-5134
Total 101046:				150.00	
10/18/2023	101047	Balvina Chavez	Rental Refund Sprvl Park Ramada PO#12268	50.00	01-000-2027

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101047:				50.00	
10/18/2023	101048	Perkins Aggregates, Inc	3 Loads Class 6 PO#12204	459.41	02-170-5080
Total 101048:				459.41	
10/18/2023	101049	Pitney Bowes Purchase Power	Postage Oct - Finance	171.74	01-120-5010
10/18/2023	101049	Pitney Bowes Purchase Power	Postage Oct - Police	53.06	01-130-5010
10/18/2023	101049	Pitney Bowes Purchase Power	Postage Oct - Water	487.80	10-210-5010
10/18/2023	101049	Pitney Bowes Purchase Power	Postage Oct - Sewer	487.80	11-215-5010
Total 101049:				1,200.40	
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month 1023 - Admin	48.84	01-115-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month 1023 - Police	1,695.77	01-130-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month 1023 - AC	257.85	01-135-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month 1023 - Bldg Maint	89.10	01-145-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month 1023 - HC-Casa	92.99	01-150-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month 1023 - Mech Shop	61.34	01-155-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month 1023 - Parks	37.40	01-160-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month 1023 - HURF	184.39	02-170-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month 1023 - Airport	93.43	04-180-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month - SC NACOG Transportation 1023	65.03	13-225-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month - SC NACOG Home Delivery 1023	65.03	15-235-5011
10/18/2023	101050	Rhinehart Oil Co. LLC	Mid Month - SC SPV Transportation 1023	65.03	42-365-5011
Total 101050:				2,756.20	
10/18/2023	101051	Websites That Work, LLC	Nov 2023 Website hosting PO#12266	440.00	01-115-5012
Total 101051:				440.00	
10/18/2023	101052	White Mountain Publishing LLC	RFQ Legal Services 09/15	100.80	01-105-5019
10/18/2023	101052	White Mountain Publishing LLC	RFQ Legal Services 09/19	46.88	01-105-5019
10/18/2023	101052	White Mountain Publishing LLC	Public Hearing - Rezone 09/22	100.80	01-125-5019
10/18/2023	101052	White Mountain Publishing LLC	Public Hearing - Rezone 09/29	100.80	01-125-5019
Total 101052:				349.28	
10/18/2023	101053	WMRMC	Medical Clearance- A Garcia 08/14/23	75.00	01-130-5134
10/18/2023	101053	WMRMC	Medical Clearance- W Helfer 08/22/23	75.00	01-130-5134

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
10/18/2023	101053	WMRMC	Medical Clearance- K Gossett 8/24/23	75.00	01-130-5134
10/18/2023	101053	WMRMC	Medical Clearance- A Howcroft 8/31/23	75.00	01-130-5134
10/18/2023	101053	WMRMC	Medical Clearance- N Woods 9/1/23	75.00	01-130-5134
10/18/2023	101053	WMRMC	Medical Clearance- D Beecroft 9/3/23	75.00	01-130-5134
10/18/2023	101053	WMRMC	Medical Clearance- T Gillespie 9/3/23	75.00	01-130-5134
10/18/2023	101053	WMRMC	Medical Clearance- M Cole 9/13/23	75.00	01-130-5134
10/18/2023	101053	WMRMC	Medical Clearance- J Romero 9/15/23	75.00	01-130-5134
10/18/2023	101053	WMRMC	Medical Clearance- J Scripter 9/16/23	75.00	01-130-5134
Total 101053:				750.00	
10/25/2023	101058	Aetna Life Insurance Company	October 2023 Premiums	883.33	01-000-2024
Total 101058:				883.33	
10/25/2023	101059	Aflac	October 2023 UY855	375.60	01-000-2024
Total 101059:				375.60	
10/25/2023	101060	AZ Dept of Corrections	Inmate Labor-Parks & Cemetery	44.25	01-160-5077
10/25/2023	101060	AZ Dept of Corrections	Inmate Labor - HURF	103.25	02-170-5077
10/25/2023	101060	AZ Dept of Corrections	Inmate Labor - Water	59.00	10-210-5077
10/25/2023	101060	AZ Dept of Corrections	Inmate Labor - Sewer	44.25	11-215-5077
10/25/2023	101060	AZ Dept of Corrections	Inmate Labor - Head Start	44.25	20-260-5077
Total 101060:				295.00	
10/25/2023	101061	Butch L. Gunnels	Magistrate Judge Services	461.54	01-110-5012
Total 101061:				461.54	
10/25/2023	101062	Cowboy Up Hay and Ranch Supply	2X 40# Bag Dog Food PO#12291	63.17	01-135-5046
10/25/2023	101062	Cowboy Up Hay and Ranch Supply	Just One Bite Bar Mouse killer PO#12276	7.58	02-170-5059
Total 101062:				70.75	
10/25/2023	101063	Future Tire	4X Tires Chief's Trk #100 PO#11913	625.42	01-130-5024
10/25/2023	101063	Future Tire	2 Sets Tires Police Vehicles PO#11912	1,322.02	01-130-5024
Total 101063:				1,947.44	
10/25/2023	101064	GreatAmerica Financial Svcs	TH Lanier Lease Principal 015-1446074-000	403.13	01-115-5093

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
10/25/2023	101064	GreatAmerica Financial Svcs	TH Lanier Lease Interest 015-1446074-000	36.70	01-115-5094
10/25/2023	101064	GreatAmerica Financial Svcs	Color Copies - Admin	27.70	01-115-5019
10/25/2023	101064	GreatAmerica Financial Svcs	Color Copies - Finance	3.46	01-120-5019
10/25/2023	101064	GreatAmerica Financial Svcs	Color Copies - P&Z	27.70	01-125-5019
10/25/2023	101064	GreatAmerica Financial Svcs	Color Copies - HC	10.38	01-150-5019
10/25/2023	101064	GreatAmerica Financial Svcs	SC Lanier lease principal 015-1449186-000	113.19	16-240-5093
10/25/2023	101064	GreatAmerica Financial Svcs	SC Lanier lease interest 015-1449186-000	10.30	16-240-5094
Total 101064:				632.56	
10/25/2023	101065	ICC	Maverick Plan Design & Review PO#12062	2,230.00	01-125-5012
Total 101065:				2,230.00	
10/25/2023	101066	LegalShield	Prepaid Legal October 2023	111.60	01-000-2019
Total 101066:				111.60	
10/25/2023	101067	Muth, Emily	Scanning Docs, prints into server PO#12237	460.00	01-115-5014
Total 101067:				460.00	
10/25/2023	101068	Scruggs, Thomas	Reimbursement Fuel to Academy 8-22-23	58.00	01-130-5011
10/25/2023	101068	Scruggs, Thomas	Reimbursement Fuel to Academy 08-30-23	67.30	01-130-5011
10/25/2023	101068	Scruggs, Thomas	Reimbursement Fuel to Academy 09-20-23	65.29	01-130-5011
10/25/2023	101068	Scruggs, Thomas	Reimbursement Fuel to Academy 09-27-23	71.38	01-130-5011
10/25/2023	101068	Scruggs, Thomas	Reimbursement Fuel to Academy 10-09-23	72.22	01-130-5011
10/25/2023	101068	Scruggs, Thomas	Reimbursement Fuel to Academy 10-17-23	62.49	01-130-5011
Total 101068:				396.68	
10/25/2023	101069	Secretary of State	Notary application and filing fee Kelsey Miller	43.00	01-115-5025
Total 101069:				43.00	
10/25/2023	101070	Shamrock Foods Co	General Food PO#12147	870.31	21-265-5060
10/25/2023	101070	Shamrock Foods Co	General NonFood PO#12147	56.55	21-265-5089
Total 101070:				926.86	
10/25/2023	101071	Standard Electric	Case LED Lights PO#12233	312.67	01-145-5062

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101071:				312.67	
10/25/2023	101072	Town of Eagar	Shared Services 1/25/23 to 6/30/23	110,806.73	01-100-5995
10/25/2023	101072	Town of Eagar	1/2 CB Comp, Print AZ Sup Court	413.93	01-110-5036
10/25/2023	101072	Town of Eagar	Shared Services 7/01/23 to 9/30/23	68,805.94	01-100-5995
10/25/2023	101072	Town of Eagar	1/2 NPC Electric Oct 2023	110.75	01-115-5048
Total 101072:				180,137.35	
10/25/2023	101073	USA Blue Book	30X Valve Lock caps PO# 11654	89.35	10-210-5073
10/25/2023	101073	USA Blue Book	Traff Paint #303815 PO# 11654	62.13	02-170-5080
10/25/2023	101073	USA Blue Book	CREDIT Traff Paint #311304 PO# 11654	62.13	02-170-5080
Total 101073:				89.35	
10/25/2023	101074	Western Drug Co	Safety Supplies 1st Aid Kit PO#12227	67.94	02-170-5978
10/25/2023	101074	Western Drug Co	2X Cases Water PO#12280	10.28	02-170-5030
10/25/2023	101074	Western Drug Co	Watt Dryer, Mattress Foam PO#12280	80.71	02-170-5028
Total 101074:				158.93	
10/25/2023	101075	White Mountain Cinders	2X Loads Cinders PO#12219	500.00	02-170-5080
Total 101075:				500.00	
10/25/2023	101076	WMRMC	Med Clear Kyle Begay 09-21-23	75.00	01-130-5134
10/25/2023	101076	WMRMC	Med Clear Robert Trauffer 09-21-23	75.00	01-130-5134
10/25/2023	101076	WMRMC	Med Clear Ian Palmatier 09-23-23	75.00	01-130-5134
10/25/2023	101076	WMRMC	Med Clear Vadon DeShazor 09-24-23	75.00	01-130-5134
10/25/2023	101076	WMRMC	Med Clear Dakota Davis 09-24-23	75.00	01-130-5134
10/25/2023	101076	WMRMC	Med Clear Gregory Chambers 09-25-23	75.00	01-130-5134
10/25/2023	101076	WMRMC	Med Clear Natasha Davis 09-27-23	75.00	01-130-5134
10/25/2023	101076	WMRMC	Med Clear Johnathon Newingham 09-24-23	75.00	01-130-5134
Total 101076:				600.00	
10/25/2023	101077	Xerox Financial Services	Contract 020-0977404-001 09/30 to 10/29/23	196.73	01-130-5019
Total 101077:				196.73	
11/02/2023	101078	Robert Lees	Refund AP Parking Nov/Dec 2023 PO#12366	60.00	04-000-4082

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101078:				60.00	
11/02/2023	101079	Albertsons / Safeway	General Food PO#12141	98.75	19-255-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12141	36.06	19-255-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12143	36.15	19-255-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12145	44.41	20-260-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12145	80.08	20-260-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12145	80.62	20-260-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12145	54.26	20-260-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12149	51.83	20-260-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12149	128.45	20-260-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12149	17.25	20-260-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12315	50.41	21-265-5060
11/02/2023	101079	Albertsons / Safeway	General Food PO#12315	85.18	21-265-5060
Total 101079:				763.45	
11/02/2023	101080	Amy Sloane	Per Diem AZLERMA PO#11909	110.00	01-130-5017
11/02/2023	101080	Amy Sloane	Mileage AZLERMA PO#11909	253.13	01-130-5017
Total 101080:				363.13	
11/02/2023	101081	Ascent Aviation Group, Inc.	Jet A Fuel Oct 2023	29,228.86	04-180-5090
11/02/2023	101081	Ascent Aviation Group, Inc.	Equipment Rental - Nov 2023	350.00	04-180-5023
Total 101081:				29,578.86	
11/02/2023	101082	AZ Secretary of State	Election Recertification Fee PO#12364	50.00	01-115-5017
Total 101082:				50.00	
11/02/2023	101083	Bally Malis Custom Work, LLC	Council Chambers Roof Repair/Replace 40% at Completion	6,720.00	01-145-5071
Total 101083:				6,720.00	
11/02/2023	101084	Car Quest	TH Chevy Fuel Ret/Can vent	47.64	01-115-5024
11/02/2023	101084	Car Quest	PW Buck Trk Air/Oil Filters	103.17	02-170-5024
11/02/2023	101084	Car Quest	PD #120 Ford Safety Terminal	87.42	01-130-5024
Total 101084:				238.23	

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/02/2023	101085	CivicPlus LLC	Full Service Supplementation Subscription	652.96	01-115-5025
11/02/2023	101085	CivicPlus LLC	Full Service Supplementation Subscription	652.97	01-125-5025
Total 101085:				1,305.93	
11/02/2023	101086	Dana Kepner Company	NL Ford Couling/Ball Valve PO#11657	1,773.26	10-210-5129
11/02/2023	101086	Dana Kepner Company	NL 3/4" Meter Coupling PO#11757	114.89	10-210-5129
Total 101086:				1,888.15	
11/02/2023	101087	David, Verna	Multi neck w/ red / Silver Ball Pendant PO#12365	21.00	01-000-2006
Total 101087:				21.00	
11/02/2023	101088	Killum Pest Control	Pest Control - RVPD	90.00	01-130-5062
11/02/2023	101088	Killum Pest Control	Pest Control - Airport	45.00	04-180-5062
11/02/2023	101088	Killum Pest Control	Pest Control - Public Works	45.00	02-170-5062
11/02/2023	101088	Killum Pest Control	Pest Control - WW	45.00	11-215-5062
11/02/2023	101088	Killum Pest Control	Pest Control - SC	45.00	16-240-5062
11/02/2023	101088	Killum Pest Control	Pest Control - Animal Control	45.00	01-135-5062
11/02/2023	101088	Killum Pest Control	Pest Control - Town Hall	45.00	01-145-5062
Total 101088:				360.00	
11/02/2023	101089	Mohave Environmental Lab corp	Monitoring Well 1023	305.00	10-210-5123
11/02/2023	101089	Mohave Environmental Lab corp	Effluent Outfall 1023	175.00	11-215-5123
Total 101089:				480.00	
11/02/2023	101090	Napa Auto Parts	TH Chevy Fuel Cap/Antifreeze	75.60	01-115-5024
11/02/2023	101090	Napa Auto Parts	PD Ford F-150 Oil/Filter	48.45	01-130-5024
11/02/2023	101090	Napa Auto Parts	Tarp etc to cover Giant inflatable	50.00	01-145-5062
11/02/2023	101090	Napa Auto Parts	PW Bucket Trk Oil Stab/ Stop Leak	483.15	02-170-5024
11/02/2023	101090	Napa Auto Parts	PW #51 F-150 Fittings	15.47	02-170-5024
11/02/2023	101090	Napa Auto Parts	PW Ford Mower Tube	21.13	01-160-5024
11/02/2023	101090	Napa Auto Parts	PW #54 F-150 Water repell	102.46	01-160-5024
11/02/2023	101090	Napa Auto Parts	PD Ford F-150 Hood	721.62	01-130-5024
11/02/2023	101090	Napa Auto Parts	PD Ford F-150 Guard/Grille	949.52	01-130-5024
11/02/2023	101090	Napa Auto Parts	PD Ford F-150 Hardner/Clearcoat	184.34	01-130-5024
11/02/2023	101090	Napa Auto Parts	PD #99mFord F-150 Oil/Filter	70.19	10-210-5024
11/02/2023	101090	Napa Auto Parts	PW #50 F-150 2" Ball mount	59.51	10-210-5024
11/02/2023	101090	Napa Auto Parts	PD #123 Ford Exp Tire Patch	15.71	01-130-5024

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/02/2023	101090	Napa Auto Parts	PD #123 Ford Exp Tire Patch	19.31	01-130-5024
11/02/2023	101090	Napa Auto Parts	PD PupTruck Performer	19.62	01-130-5024
11/02/2023	101090	Napa Auto Parts	PW #99 F-150 Seat cover	52.85	10-210-5024
11/02/2023	101090	Napa Auto Parts	PW #46 F-150 Filter/oil/windshield Wash	78.50	02-170-5024
11/02/2023	101090	Napa Auto Parts	PW #99 F-150 Oil/Filter	48.45	10-210-5024
11/02/2023	101090	Napa Auto Parts	Water Misc small tools	54.95	10-210-5073
Total 101090:				3,070.83	
11/02/2023	101091	NBA Bank Card Center	HW 4061 Aurora Training PO#12192	219.00	01-120-5017
11/02/2023	101091	NBA Bank Card Center	HW 4061 Walmart Batt Back ups PO#12258	200.64	02-170-5058
11/02/2023	101091	NBA Bank Card Center	HW 4061 Walmart Batt Back ups PO#12258	200.64	01-120-5058
11/02/2023	101091	NBA Bank Card Center	KM 7946 Zoom Monthly Subscriptin PO#12194	15.99	01-115-5027
11/02/2023	101091	NBA Bank Card Center	KM 7946 Dollar General TUdall gift, Card PO#12194	11.39	01-115-5057
11/02/2023	101091	NBA Bank Card Center	KM 7946 Ariz Corp Comm ACC Filing Fees	10.00	01-105-5027
11/02/2023	101091	NBA Bank Card Center	MB 9874 Safeway Pumpkins PO#12196	41.04	05-185-5095
11/02/2023	101091	NBA Bank Card Center	MB 9874 Amazon Halloween Candy PO#12191	158.50	01-150-5020
11/02/2023	101091	NBA Bank Card Center	MB 9874 Safeway Pumpkins Fall Fest PO#12234	298.71	05-185-5095
11/02/2023	101091	NBA Bank Card Center	MB 9874 Walmart Helium PO#12234	36.84	05-185-5095
11/02/2023	101091	NBA Bank Card Center	MB 9874Avery's Fall Fest Burritos PO#12257	160.57	05-185-5095
11/02/2023	101091	NBA Bank Card Center	MB 9874 Walmart Igloos Tree Lighting PO#12265	107.15	01-150-5020
11/02/2023	101091	NBA Bank Card Center	RP 8526 Amazon Medical Supplies PO#12230	11.30	02-170-5978
11/02/2023	101091	NBA Bank Card Center	RP 8526 Amazon Medical Supplies PO#12230	40.00	02-170-5978
11/02/2023	101091	NBA Bank Card Center	CC1 6060 Am Leg Flag & Emblem Flags PO#12207	233.82	01-160-5030
11/02/2023	101091	NBA Bank Card Center	CC1 6060 Brimar Saftey Signs PO#12202	60.80	02-170-5137
11/02/2023	101091	NBA Bank Card Center	CC1 6060 NTE Parts Dir Resistors PO#12211	27.79	10-210-5061
11/02/2023	101091	NBA Bank Card Center	PD2 8420 Blue Media Traffic Law Manuals PO#119007	287.30	01-130-5019
11/02/2023	101091	NBA Bank Card Center	PD2 8420 Double Tree Booking PO#11914	15.99	01-130-5017
11/02/2023	101091	NBA Bank Card Center	PD2 8420 Double Tree PO#11914	503.91	01-130-5017
11/02/2023	101091	NBA Bank Card Center	DM 4105 Valley Auto Decal Remover PO#12022	32.25	01-130-5024
11/02/2023	101091	NBA Bank Card Center	DM 4105 AZ assoc Prop & Evid Ann Mem PO#11910	50.00	01-130-5025
11/02/2023	101091	NBA Bank Card Center	DM 4105 Int Assoc P&E Mem &Trng PO#11910	395.00	01-130-5017
11/02/2023	101091	NBA Bank Card Center	CC2 7025 Amazon Dog Poop Bags PO#12223	130.90	01-160-5059
11/02/2023	101091	NBA Bank Card Center	CC2 7025 Amazon Light Bulbs PO#12223	98.84	01-145-5062
11/02/2023	101091	NBA Bank Card Center	CC2 7025 Safety Signs PO#12225	330.53	02-170-5137
11/02/2023	101091	NBA Bank Card Center	RA 7895 Dollar Tree Table Covers PO#12135	36.00	16-240-5089
11/02/2023	101091	NBA Bank Card Center	RA 7895 Webstaurant Store Wall Mount Faucet PO#12137	177.94	15-235-5089
11/02/2023	101091	NBA Bank Card Center	RA 7895 IM Bluerams RVSC Security Sys PO#	99.90	16-240-5014
Total 101091:				3,992.74	
11/02/2023	101092	Nolan Udall	Master Keys and Pad Locks PO#12282	210.00	01-160-5062

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
Total 101092:				210.00	
11/02/2023	101093	Shamrock Foods Co	General Food PO#12313	1,037.36	03-175-5030
Total 101093:				1,037.36	
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Admin	64.80	01-115-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Finance	52.50	01-120-5004
11/02/2023	101094	Standard Insurance Co, RA	CREDIT Premium Nov 2023 - P&Z	32.40	01-125-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Police	338.35	01-130-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - AC	26.03	01-135-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Bldg Maint	19.12	01-145-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Heritage	29.11	01-150-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Mech Shop	9.27	01-155-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Parks	14.19	01-160-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - HURF	60.93	02-170-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Senior Center	32.40	03-175-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Airport	32.40	04-180-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Water	62.21	10-210-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - Sewer	58.59	11-215-5004
11/02/2023	101094	Standard Insurance Co, RA	Premium Nov 2023 - UofA SNAP Grant	22.30	55-430-5004
Total 101094:				789.80	
11/02/2023	101095	Sunstate Technology Group	Admin - Computer Services Nov 2023	253.51	01-115-5036
11/02/2023	101095	Sunstate Technology Group	Finance - Computer Services Nov 2023	253.51	01-120-5036
11/02/2023	101095	Sunstate Technology Group	P&Z - Computer Services Nov 2023	126.75	01-125-5036
11/02/2023	101095	Sunstate Technology Group	Police - Computer Services Nov 2023	2,535.07	01-130-5036
11/02/2023	101095	Sunstate Technology Group	Heritage - Computer Services Nov 2023	253.51	01-150-5036
11/02/2023	101095	Sunstate Technology Group	HURF - Computer Services Nov 2023	507.01	02-170-5036
11/02/2023	101095	Sunstate Technology Group	Airport - Computer Services Nov 2023	253.51	04-180-5036
11/02/2023	101095	Sunstate Technology Group	Water - Computer Services Nov 2023	126.75	10-210-5036
11/02/2023	101095	Sunstate Technology Group	Sewer - Computer Services Nov 2023	126.75	11-215-5036
11/02/2023	101095	Sunstate Technology Group	SC Head Start - Computer Services Nov 2023	507.01	20-260-5036
11/02/2023	101095	Sunstate Technology Group	Admin - Telephone Services Nov 2023	43.65	01-115-5016
11/02/2023	101095	Sunstate Technology Group	Finance - Telephone Services Nov 2023	32.74	01-120-5016
11/02/2023	101095	Sunstate Technology Group	P&Z - Telephone Services Nov 2023	10.91	01-125-5016
11/02/2023	101095	Sunstate Technology Group	Police - Telephone Services Nov 2023	174.60	01-130-5016
11/02/2023	101095	Sunstate Technology Group	AC - Telephone Services Nov 2023	10.91	01-135-5016
11/02/2023	101095	Sunstate Technology Group	Heritage - Telephone Services Nov 2023	32.74	01-150-5016
11/02/2023	101095	Sunstate Technology Group	HURF - Telephone Services Nov 2023	21.82	02-170-5016

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/02/2023	101095	Sunstate Technology Group	Airport - Telephone Services Nov 2023	32.74	04-180-5016
11/02/2023	101095	Sunstate Technology Group	Water - Telephone Services Nov 2023	10.91	10-210-5016
11/02/2023	101095	Sunstate Technology Group	Sewer - Telephone Services Nov 2023	10.91	11-215-5016
11/02/2023	101095	Sunstate Technology Group	Senior Center - Telephone Services Nov 2023	172.09	16-240-5016
Total 101095:				5,497.40	
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - M&C	59.95	01-105-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - Admin	47.96	01-115-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - Finance	35.97	01-120-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - P&Z	11.99	01-125-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - Police	243.86	01-130-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - AC	11.99	01-135-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - Bldg Maint	11.99	01-145-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - Heritage	35.97	01-150-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - Parks	11.99	01-160-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - HURF	59.95	02-170-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - SC	47.96	03-175-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - Airport	23.98	04-180-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - Water	35.97	10-210-5027
11/02/2023	101096	Trusted Tech Team Inc	MS365 Lic Nov 2023 - Sewer	23.98	11-215-5027
Total 101096:				663.51	
11/02/2023	101097	Chris Udall	Annual piano tuning in Cushman Museum	130.00	01-150-5061
Total 101097:				130.00	
11/02/2023	101098	Valley Auto Parts	PW Ford Mower	221.60	01-160-5024
11/02/2023	101098	Valley Auto Parts	Drill Bits	11.03	10-210-5073
Total 101098:				232.63	
11/02/2023	101099	Valley Imaging Solutions	Senior Center Copy Coverage October 2023	38.26	16-240-5019
Total 101099:				38.26	
11/02/2023	101100	Verizon Wireless	October Statement -P&Z	91.64	01-125-5016
11/02/2023	101100	Verizon Wireless	October Statement -Police	629.86	01-130-5016
11/02/2023	101100	Verizon Wireless	October Statement -HURF	28.65	02-170-5016
11/02/2023	101100	Verizon Wireless	October Statement -Airport	51.63	04-180-5016
11/02/2023	101100	Verizon Wireless	October Statement -Water	83.12	10-210-5016

Check Issue Date	Check Number	Payee	Description	Amount	Invoice GL Account
11/02/2023	101100	Verizon Wireless	October Statement -Sewer	57.31	11-215-5016
11/02/2023	101100	Verizon Wireless	October Statement -SC Sprvl Transportation	51.63	42-365-5016
11/02/2023	101100	Verizon Wireless	October Statement -Bldg Maint	25.82	01-145-5016
Total 101100:				1,019.66	
11/02/2023	101101	WMRMC	Med Clear Brandon Ebarb 10-03-23	75.00	01-130-5134
11/02/2023	101101	WMRMC	Med Clear Jonathan Ansell 10-05-23	75.00	01-130-5134
11/02/2023	101101	WMRMC	Med Clear Christopher Nilsson 10-8-23	75.00	01-130-5134
11/02/2023	101101	WMRMC	Med Clear Joseph Alvarez 10-09-23	75.00	01-130-5134
11/02/2023	101101	WMRMC	Med Clear Austin Clayton 10-09-23	75.00	01-130-5134
11/02/2023	101101	WMRMC	Med Clear Michael Johnson 10-15-23	75.00	01-130-5134
11/02/2023	101101	WMRMC	Med Clear Alex DeShazor 10-13-23	75.00	01-130-5134
Total 101101:				525.00	
11/02/2023	101102	Nations Best	Cement/Primer	43.62	10-210-5062
11/02/2023	101102	Nations Best	Survey Stakes	15.31	02-170-5073
11/02/2023	101102	Nations Best	3/4" plug/elbow	18.22	01-160-5062
11/02/2023	101102	Nations Best	Fall Fest Screws/Ext Cord	86.15	01-160-5062
11/02/2023	101102	Nations Best	Pulley/Meas Tape/LED Light	93.12	01-160-5062
11/02/2023	101102	Nations Best	Water Misc repair items	357.11	10-210-5062
11/02/2023	101102	Nations Best	SC 12ft Blk Steel Pipe	28.67	03-175-5062
11/02/2023	101102	Nations Best	Water knob/bolts/clip/rope	90.91	10-210-5062
Total 101102:				733.11	
Grand Totals:				356,954.66	

Summary by General Ledger Account Number

Town of Springerville, Arizona Proposed Agenda Item

Please add the following item to the Agenda for the next available Town Council meeting. Thank you.

Mike Nuttall
Requester

928 245-0145
Phone number

10-25-23
Date

Request:

Springerville RIB Throw down update

Please return form to the Town Manager or the Town Clerk and the items will be reviewed and may be placed on the next available agenda. Please keep presentations from 5 to 10 minutes. Thank you for your cooperation.

TOWN OF SPRINGERVILLE MEMORANDUM

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: November 6, 2023
SUBJECT: Appointment of the Planning and Zoning Administrator

SUGGESTED MOTION:

I move that the Town of Springerville appoint Stormy Palmer to the Planning and Zoning Administrator.

or

I move that the Town of Springerville **does not** appoint Stormy Palmer to the Planning and Zoning Administrator.

STAFF REPORT

- **17.20.010 - Creation and appointment.**

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

(Ord. 2007-004 § 1 (part))

Per Springerville Town Code, the Planning & Zoning Administrator is appointed by the Council. Ms. Palmer was hired as the Interim until we could have a Council Meeting to give the recommendation to hire her.

There was a three member hiring board who interviewed four candidates. Ms. Palmer was selected for the position as the recommendation.

I will be bringing a future recommendation to you to change the title and council appointment.



Memorandum

To: Mayor & Town Council

From: Heidi Wink, Finance Director

Date: November 6, 2023

Re: ADOR - IGA

Arizona Dept of Revenue requires cities and towns to have an IGA for the collection of taxes. This IGA replaces the current one in place that was passed on September 21, 2021. ADOR collects all transaction privilege taxes and disburses them to the town as city sales tax or bed tax.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ARIZONA DEPARTMENT OF REVENUE AND
THE CITY/TOWN OF _____**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2023, 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 Agreement as follows:

1. Definitions

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 an 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 citiesunit@azdor.gov.
- 1.7 **Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.8 **Collection** means activities to collect established liabilities for transaction privilege taxes, fees, and related penalties and interest that are due and owing.
- 1.9 **Confidentiality Standards** means the standards set forth in A.R.S. § 42-2001 *et seq.*, Model City Tax Code § 510, Appendix A of this Agreement, and such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A of this Agreement.
- 1.10 **Development Fees** has the same meaning prescribed in A.R.S. § 42-5075(B).
- 1.11 **Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.12 **Federal Tax Information (“FTI”)** means Federal income tax returns 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 income tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any Arizona municipality.
- 1.13 **Independent Contractor** means any individual or entity with which City/Town may enter into an agreement to perform transaction privilege tax administration, collection, audit, licensing, and any other related duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- 1.14 **Model City Tax Code** means the document defined in A.R.S. § 42-6051.

- 1.15 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.
- 1.16 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.
- 1.17 Primary Point of Contact (“PPOC”)** means a designated City/Town representative with the primary responsibility for communicating with the Department and their respective staff on any matters described within this Agreement. The PPOC must be an individual qualified to receive Tax Information under Section 2.1 of this Agreement and be included on the Master Authorization List referenced in Section 2.3 of this Agreement.
- 1.18 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.
- 1.19 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 a disagreement regarding proposed changes, the Standard Audit Life Cycle Process Map shall be referred to SMART for resolution.
- 1.20 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 Tax 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 a disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.
- 1.21 Standard Inter-Jurisdictional Transfer Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to document and authorize the transfer of erroneously reported or

allocated tax from one (1) municipality to another based 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 a disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.

- 1.22 State** means the State of Arizona.
- 1.23 State & Municipal Audit Resolution Team (“SMART”)** means an advisory committee responsible for resolving issues as set forth in Section 15 of this Agreement.
- 1.24 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.
- 1.25 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. Tax Information includes all financial information related to transaction privilege taxes obtained from any source related to an individual taxpayer and all such aggregate financial information related to any group of identified or identifiable taxpayers.
- (a) Examples of Tax Information include without limitation:
- (1) Any information provided by the Department to City/Town derived from any source including tax returns, reports, tax license applications, and the New License Report or License Update Report; and
 - (2) Any information received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a transaction privilege tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest, such as 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; or whether the taxpayer's account was, is being, or will be examined or subject to audit, desk review, investigation, collection, or processing.
- (b) Taxpayer identifying information obtained by City/Town from any source not identified in Section 1.25(a) of this Agreement is not Tax Information for purposes of this Agreement.

1.26 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 which allows the taxpayer to come into voluntary compliance.

2. Authorized Access Lists

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, for reporting periods prior to January 1, 2015, by Model City Tax Code § 510.

2.2 Qualified Recipients of Information: The Department and City/Town shall only disclose Tax Information related to State Tax and Municipal Tax pursuant to this Agreement to individuals authorized by law as described in Section 2.1 of this Agreement, including those authorized 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 citiesunit@azdor.gov. 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 statewide Master Authorization List of names, job titles, and contact information of the 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 promptly notify Arizona municipalities of any individual 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 Authorized Access List of names, job titles, and contact information for all persons acting on behalf of City/Town authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.

(a) City/Town shall indicate one PPOC on the Authorized Access List to resolve any administrative issues with the Authorized Access List. At its discretion, City/Town may also indicate an additional individual as a back-up or alternate PPOC.

(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) Upon execution of this Agreement and on the first day of each calendar quarter thereafter, City/Town shall email to City Services at citiesunit@azdor.gov a current Authorized Access List of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities, including additions and deletions, changes in job titles, and contact information. City/Town's PPOC shall promptly 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 of this Agreement, the Department shall notify the City/Town PPOC to resolve the issue. The Department shall not include that person on the Master Authorization List until the issues have been resolved to the satisfaction of the Department.

2.5 Independent Contractors:

- (a) City/Town may at times choose to enter into a contract with an Independent Contractor to perform the transaction privilege tax administration, collection, audit, desk review, licensing, and other duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- (b) In accordance with A.R.S. §§ 42-1004 and 42-6002, no contract with an Independent Contractor may be entered into on a contingency fee basis for the performance of any transaction privilege tax related functions, including but not limited to license inspections, audits, desk reviews, or collections.
- (c) Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract between City/Town and an Independent Contractor, City/Town shall provide a copy of each such contract to the City Services electronically at citiesunit@azdor.gov.
- (d) 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.
- (e) In this Agreement it is presumed that any reference to a municipal employee such as a license inspector, auditor, desk reviewer, collector, supervisor, etc., also refers to an Independent Contractor performing that function on behalf of the Department or City/Town.
- (f) An Independent Contractor is subject to all training requirements, authorization limitations, and other privileges and restrictions incorporated into this Agreement or provided in statute in the same form and manner as

such conditions apply to an employee performing the same function on behalf of the Department or City/Town.

- (g) When an Independent Contractor issues any correspondence to a taxpayer on behalf of the Department or City/Town, the Independent Contractor shall expressly identify 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 a license inspector, auditor, desk reviewer, or collector acting on behalf of the Department or City/Town; the Independent Contractor's mailing address, telephone number, and e-mail address; and the telephone number and e-mail address of a specific person who is an employee of the Department or City/Town capable of responding to the issues raised in the correspondence for the Department or City/Town.
- (h) The Department and/or City/Town may pursue any remedy authorized by this Agreement or by statute for a violation of this Section by an Independent Contractor.

2.6 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. Disclosure of Information by City/Town to the Department or Another Arizona Municipality

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 by persons authorized to receive such Tax Information 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/or 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 citiesunit@azdor.gov.

- (a) Tax Code Changes: 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 citiesunit@azdor.gov.

- (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) calendar 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) calendar days of receipt of notice from City/Town. The copy provided to the Department may be an electronic copy but shall reflect the identical language contained in the version adopted by the City/Town and shall contain the required signatures indicating council approval.
 - (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 correctly entered in the official copy of the Model City Tax Code.
 - (4) Pursuant to A.R.S. § 42-6052, if City/Town fails to notify the Department of a tax code change within ten (10) calendar days after City/Town council 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 GIS@azdor.gov and City Services at citiesunit@azdor.gov. City/Town may provide the Department with a list of businesses subject to Municipal Taxes 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 citiesunit@azdor.gov.

- 3.3 **Development Fees:** Upon request by the Department to City/Town's PPOC, City/Town shall provide to the Department any information regarding Development Fees imposed by City/Town under A.R.S. § 9-463.05 to assist the Department with the auditing of taxpayers and the ordinary 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. **Disclosure of Information by Department to City/Town**

- 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 by persons authorized to receive such Tax Information for internal tax administration purposes, including audit, desk review, 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 (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 City/Town or the 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), City/Town or the Department shall immediately notify City Services at citiesunit@azdor.gov, the Department's Disclosure Officer at DisclosureOfficer@azdor.gov, and the Department's Information Security Team at InfoSec@azdor.gov.

- (b) City/Town and the Department shall fully cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation and shall promptly address any identified issues.
- (c) The Department's Disclosure Officer and Information Security Team:
 - (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, and
 - (4) Shall issue a written determination delivered by certified mail to City/Town regarding the alleged violation within sixty (60) calendar days of the date of City/Town's response letter. 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. During the period of suspension, City/Town shall not access information maintained or created by the Department related to City/Town.
- (d) If the Department makes a written determination to suspend sharing of information, City/Town may, within ten (10) calendar days of receiving the written determination, submit a written request to SMART requesting the group review the determination as provided in Section 15 of this Agreement.
- (e) If there is a suspension of Tax Information sharing with City/Town, the Department shall maintain all information collected or created during the suspension period related to City/Town that would otherwise have been shared with City/Town and shall assist City/Town with accessing the accumulated information for City/Town immediately upon termination of the suspension.
- (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: The Department shall provide information pursuant to A.R.S. § 42-6001(B). The Department shall provide such information as outlined

in Appendix B and elsewhere in this Agreement, which shall only be modified in accordance with Section 4.7 of this Agreement.

- (a) The Department shall not provide Federal Tax Information to City/Town.
- (b) In addition to the information detailed in Appendix B of this Agreement, 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 Requirements (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 of this Agreement and the JT-1, TPT-2, and TPT-EZ forms in Appendix C of this Agreement (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 only by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.

4.8. Notwithstanding any provision to the contrary, nothing in this Section shall prevent the Department from complying with state information security requirements in the situation of a data breach or similar event.

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.

5.1 Training: All auditors, desk reviewers, and supervisors shall be trained in accordance with the policies of the Department. Auditors and desk reviewers who have not completed the training may only work in conjunction with a trained auditor or supervisor and cannot be the only auditor or desk reviewer assigned to the audit or desk review. The Department shall do all the following:

- (a) Provide semi-annual audit and desk review training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to any cost for procuring 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, desk reviewers, and supervisors to attend any scheduled training as space permits at any designated training location;
- (d) Provide additional training, as needed, to inform auditors, desk reviewers, and supervisors regarding changes in State law, the Model City Tax Code, audit and desk review procedures, or Department policy.

5.2 Conflicts of Interest:

- (a) An auditor, desk reviewer, supervisor, or Independent Contractor trained and authorized to conduct an audit or desk review, 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 by 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, desk reviewer, 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) calendar year after he/she ends employment by 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 to the Department or City/Town upon request.
 - (6) Receive compensation from a source other than City/Town or pursuant to an agreement with City/Town for the performance of any work or transaction performed expressly on behalf of City/Town.

- (7) Make any representation of being an employee or contractor of City/Town or the Department in marketing and promotional materials soliciting work or transactions to be performed on behalf of a taxpayer or potential taxpayer.
- (b) 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 or perform desk reviews on behalf of the Department or City/Town and prohibit the use of any auditor, desk reviewer, 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 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 of approval or denial of the request 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 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 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 in process, scheduled, or planned, 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 ten (10) 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 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.
 - (2) City/Town may request authorization from the Department for City/Town 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 Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within ten (10) calendar days of receipt of the request.
- (f) The Department may deny, in writing, City/Town's request for the Department to conduct an audit or desk review within ten (10) calendar days of receiving the request 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 for the reasons provided in (f)(6) or (f)(7), and the audit or desk review is not for a taxpayer that only has a business location in City/Town, then City/Town may request to conduct the audit or desk review itself under the

supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until City/Town receives written Department approval.

- (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 and desk reviewers shall be trained in accordance with Section 5.1 of this Agreement.
- (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 of this Agreement.
- (c) The Department may assign a Department auditor to review requests for refunds. The Department shall notify City/Town of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town within thirty (30) calendar days of initiating the review 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 for review, with acceptance of such assignment at

the discretion of City/Town. The Department may only assign refund requests to City/Town if taxes paid to City/Town are included 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.

5.5 Protests: Taxpayer protests of audit assessments, desk review assessments, and refund denials shall be directed to the Department. Protests 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 protests within thirty (30) calendar 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 City Services at citiesunit@azdor.gov.

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 a Voluntary Disclosure Agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of the identity being disclosed to Department. City/Town may subsequently request an audit of a taxpayer subject to a Voluntary Disclosure Agreement pursuant to Section 5.3 of this Agreement.

7. License Compliance

7.1 License Issuance and Renewal: The Department shall issue new municipal privilege tax licenses and shall annually 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 of this Agreement.

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. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by City/Town ordinance or policy.
- 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 City Services at citiesunit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified tax license 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 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, desk review, 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 the Department 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, desk reviewers, supervisors, and other necessary employees are available to assist the Department and the Attorney General through informal interviews, providing documents and records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.
- 9.4 Administrative Decisions:** The Department shall provide a copy of all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department, to City/Town within ten (10) business days after issuance of the decision if City/Town requests to be

included on a distribution list created by the Department for the purposes of disseminating such decisions. City/Town may request to be on the distribution list by contacting City Services at citiesunit@azdor.gov. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

10. Collection of Municipal Taxes

- 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 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 (1) calendar year after he/she ends employment with 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) calendar year after he/she ends employment with 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.
- 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) calendar 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 be 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:** Pursuant to A.R.S. § 42-1004, 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 that certain taxpayer 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, the 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.

10.10 Collection Reports: The Department shall keep all Arizona municipalities apprised of the status of every open case in a collection status involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting Cities Collections at citiescollection@azdor.gov.

11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing the official responses to taxpayer ruling requests and requests for interpretation 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. Financing Collection of Taxes

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 Inter-Jurisdictional Transfers 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 its commitment to 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 by strategically working with taxpayer and industry groups, tax practitioners, and Arizona’s municipalities to ensure consistent tax education is widely available.

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

Increased education and outreach efforts undertaken by the Department and Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasize an ongoing two-way exchange of information, enhance communication on issues of common interest, and 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 an Ambassador Program, whereby the Department provides curriculum, structure, and support for education related to tax administration and compliance. 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 SMART committee shall consist of four (4) primary (voting) members representing municipal taxing jurisdictions and four (4) primary (voting) members representing the Department. There shall also be two (2) alternate members representing each party, who are non-voting representatives unless required to vote due to the absence, recusal, or disqualification of a primary (voting) member. All primary and alternate members are required to attend all meetings unless excused.

15.2 Selection: The Director of the Department shall appoint Department employees to serve as primary and alternate members representing the Department. Arizona municipalities shall collectively appoint municipal employees to serve as primary and alternate members representing the Arizona municipalities. The members representing either party may be changed at any time following the standard work process agreed upon by both parties.

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.

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 Tax Information to City/Town;
- (f) Disagreements regarding proposed changes to the process maps defined in Sections 1.19, 1.20, and 1.21 of this Agreement;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties, subject to the limitations described in Section 29 of this Agreement.

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 they deem to be in the best interests of all parties. Notwithstanding the above, upon request by City/Town, the Director shall submit their 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 committee 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 any City/Town funding provided pursuant to this Section shall be used to increase the resources and 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 Arizona municipalities 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 one hundred eighty (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.

17.5 Workers' Compensation for Satellite Offices and Certain Site Visits: If employees of City/Town or Department are working at the facility of the other public agency pursuant to this Agreement, it is agreed that:

- (a) Each employee will be deemed an employee of both public agencies for the purposes of A.R.S. § 23-1022(D) and Arizona workers' compensation laws.
- (b) Each employee's primary employer (*i.e.*, the State of Arizona for a Department employee, and City/Town for a City/Town employee or Independent Contractor) shall be solely liable for the payment of workers' compensation benefits.
- (c) Each public agency for which employees of City/Town or Department are working at the facility of the other public agency under this Agreement shall post a notice complying with A.R.S. § 23-1022(E).
- (d) In all circumstances other than as provided in the foregoing, nothing in this Agreement shall be construed to result in any person being the officer,

agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

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 or City/Town, as applicable, in the event this provision is exercised and the State or City/Town, as applicable, 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. Cancellation

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. Non-discrimination

ADOR and City/Town shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. ADOR and City/Town also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990. ADOR and the City/Town shall also comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

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 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 confirm the authorized presence and work authorization of any employee who works under this Agreement to ensure the Department and City/Town are 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. Amendments

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. Mutual Cooperation

In the event of a disagreement between the parties regarding 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 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 of City/Town, his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter to act 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. Duration

30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 of this Agreement 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 30.9 of this Agreement 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 Agreement 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** In the event of a partial or complete termination of this Agreement, if the parties have shared or exchanged property the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.
- 30.9** 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 Agreement may be executed in counterpart.

For the Department:

For City/Town:

Signature			Date			Signature			Date		
Robert Woods, Director											
Typed Name and Title						Typed Name and Title					
Arizona Department of Revenue											
Entity Name						Entity Name					
1600 W. Monroe St.											
Address						Address					
Phoenix		Arizona		85007							
City		State		Zip		City		State		Zip	
RESERVED FOR THE ATTORNEY GENERAL:						RESERVED FOR CITY/TOWN ATTORNEY:					
<p>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.</p> <p style="text-align: center;">KRIS MAYES The Attorney General</p> <p>BY: _____ Signature Assistant Attorney General</p> <p>Date: _____</p>						<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City/Town Attorney who has determined, on behalf of the City/Town only, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/Town.</p> <p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ CITY/TOWN ATTORNEY</p> <p>Date: _____</p>					

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 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 through 42-2004.
- 1.2 “Tax Information” as defined in this Agreement is Confidential Information.
- 1.3 **Disclosure of aggregated financial information.** Under no circumstance shall aggregated financial information related to transaction privilege taxes allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.
 - (a) Except as provided in Section 1.3(b) of this Appendix, City/Town will disclose aggregated financial information in accordance with the Department’s standard:
 - (1) City/Town shall only disclose aggregated financial information from not less than ten (10) taxpayers within the political boundaries of City/Town.
 - (2) No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group. For example, if one of the taxpayers in the data set represents 90% or more of the data point, then that data point must not be disclosed, regardless of the number of taxpayers.
 - (b) City/Town may disclose its aggregated financial information from less than ten (10) taxpayers provided City/Town first determines the aggregated data could not potentially reveal the financial information of an individual taxpayer. Such a determination shall take all the following into consideration:
 - (1) *Ownership.* All taxpayers with common ownership entities shall be considered a single taxpayer for aggregation purposes; and
 - (2) *Proportionality.* No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group; and

- (3) Any other factor that might allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

2. **Protecting Information**

- 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 Tax 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 Tax Information so that it conforms to the State of Arizona statutes A.R.S. §§ 42-2001 through 42-2004 and policies, standards, and procedures found on the Arizona Strategic Enterprise Technology (“ASET”) website at aset.az.gov/resources/policies-standards-and-procedures or ASET’s successor agency or website and Arizona Department of Homeland Security’s website at <https://azdohs.gov/information-security-policies-standards-and-procedures>.
- 2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing through 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 Tax 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, Tax 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 Tax Information from an alternative work site must enter into a signed agreement that specifies how the Tax Information will be protected while at that site. Only trusted employees shall be permitted to access Tax Information from alternative sites. Tax Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Tax 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 Tax Information.
- 2.7 When transporting confidential materials, the materials should be covered so that others cannot see the Tax Information. When sending Tax Information by fax, a cover sheet should always be used.
- 2.8 Any person with unsupervised access to Tax 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 Tax Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Tax Information is protected by statute and, therefore, shall not be disclosed in response to a public records request except as authorized by law. A state agency, including political subdivisions (City/Town), may deny inspection of public records if the records are deemed 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 Tax 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 DisclosureOfficer@azdor.gov 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 apps.azlibrary.gov/records/schedules.aspx.
 - (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: azlibrary.gov/arm/forms.
- 4.3 All removable media containing Tax Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.
- 4.4 Tax Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Tax Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Tax Information may be performed by a third-party vendor.

City/Town must take appropriate actions to protect the Tax 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, which have been used to store or process Tax 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 Tax Information can be restored or recovered.

5. **Information Security**

- 5.1 Systems containing Tax Information must be protected in accordance with the State of Arizona Policies, Standards, and Procedures that govern State data found at <https://azdohs.gov/information-security-policies-standards-and-procedures>, particularly Policies and Standards 8000-8410 and the Arizona NIST Security Baseline Controls.
- 5.2 City/Town is responsible for creating architectural diagrams of any systems connecting to the Department's systems and depicting the flow of State Tax Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.
- 5.3 Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of Tax Information, data loss, breach, or other security concern regarding Tax Information by reporting the incident to the Department's: 1) City Services Manager by email at citiesunit@azdor.gov, 2) Disclosure Officer by email at DisclosureOfficer@azdor.gov, and 3) Chief Information Security Officer's Information Security Team by email at InfoSec@azdor.gov.
- 5.4 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. City/Town shall provide audit records and evidence of system and application hardening to the department's information security team upon request. Hardening evidence can include, but is not limited to: RiskSense, CIS benchmarks, SCSEMs, STIGs, or other security best practices. If City/Town hires a third-party for any system or information support, all security provisions apply.

6. **Wireless Access (if accessing State Confidential Information from a wireless network)**

City/Town must:

- 6.1 Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- 6.2 Authorize wireless access to the information system prior to allowing such connections.

- 6.3 Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

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

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

ADOR-Municipal IGA for TPT Administration

- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- 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
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

CITY PAYMENT JOURNAL

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

ADOR-Municipal IGA for TPT Administration

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

CITY PAYMENT JOURNAL SUMMARY

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

NO MONEY REPORT

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

ADOR-Municipal IGA for TPT Administration

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

DEDUCTION REPORT

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

FUND DISTRIBUTION REPORT

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

FUND DISTRIBUTION SUMMARY REPORT

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

APPENDIX C

REQUIRED FORMS

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

[ADOR Form 10196](#)

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

[ADOR Form 11249](#)

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

[ADOR Form 11263](#)



2023 Intergovernmental (IGA) Instructions

The final version of the 2023 Intergovernmental Agreement between the Arizona Department of Revenue and your city/town is attached and ready for signature. The standardized agreement is applicable to all Arizona municipalities and the Department. Alterations or edits to the Agreement are not permitted.

Please take a few moments to review these instructions.

Actions for Cities/Towns

1. Complete page 2, "Primary Point of Contact for Information Security Concerns," (PPOC) providing, at minimum, one person's contact information for your city/town. This information allows ADOR to quickly identify an appropriate person(s) for conveying important information, which may include non tax-related matters.
2. **Email** the completed PPOC page to the City Services team at citiesunit@azdor.gov.
3. Next, fill in the following information on ALL copies of the 2023 IGA document:
 - o Enter your city/town name in the appropriate title field on page 1.
 - o Enter the date of Council action and your city/town name in paragraph 1 on page 1.
 - o Enter the assigned city/town employee name and email address in Section 21 of page 24. The employee you identify should be the individual who is most commonly responsible for tax administration matters.
 - o Enter identifying information for the appointed city/town representatives who are authorized to sign the IGA in Section 33.3 of page 28.
4. Present the completed IGA, including all Appendices, to your city/town council for approval and signature for your next available Council agenda. Digital or handwritten signatures are permissible and must be included on ALL copies of page 28.
5. Once Council has approved the IGA, return, at minimum, two (2) signed, printed copies to ADOR by **mail** to the following address:

Arizona Department of Revenue
ATTN: KIMBERLY GALLEN/JOSEPHINE POSTON
OUTREACH DISTRICT: CITY SERVICES TEAM
1600 W MONROE STREET
PHOENIX, AZ 85007

Actions for ADOR

1. City Services receives the IGAs and reviews the documents for completeness. The team may contact the city/town IGA point person identified in Section 21 on page 24 to request correction(s).
2. City Services delivers the IGAs to the ADOR Director and Attorney General for review and signature.
3. ADOR retains one (1) fully-executed copy of the 2023 IGA.
4. ADOR returns one (1) fully-executed copy of the 2023 IGA to the sending city/town's IGA point person.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: November 6, 2023
SUBJECT: School Resource Officer

SUGGESTED MOTION:

I move that the Town of Springerville approve the IGA with RVUSD (Round Valley Unified School District) for the Student Resource Officer as presented.

or

I move that the Town of Springerville **does not** approve the IGA with RVUSD (Round Valley Unified School District) for the Student Resource Officer as presented.

STAFF REPORT

Tim, In the fall of 2022, I (Springerville Police Department) was approached by Round Valley School Superintendent Slade Morgan and asked if the Police Department would be interested in filling a school resource officer position. I told Slade Morgan I would be very interested but was currently down officers. After the joint services agreement between Eagar and Springerville, I met with Slade Morgan and concluded a school resource officer would be a possibility. School finance director Cass Pond and Slade Morgan confirmed they had received a three year grant funded school resource officer position. This School Resource Officer Grant will reimburse the Town of Springerville full wages and benefits per hour worked. I concluded the Round Valley Police Department can assign one existing officer to the school without hiring another position. This would be a cost saving of \$100,000 per year. The Police Officer assigned will work closely with the school, primarily the High School and cater to their needs and requirements. This will help our regular calls for traffic since we typically receive multiple calls for service at the Round Valley Schools each week. Also, in the event of an emergency, this officer will be able to leave the school at any time to help cover emergency calls for service. At the end of each school year, the officer will return

to his regular rotation and cover shifts. I want to reiterate; this will not cost the Town any extra. We are not adding a position. The R.V.P.D. Officers are willing to step up and make this happen even being shorthanded.

Thanks.

Dayson Merrill

Chief of Police

Mayor and Council,

RVPD fully staffed is 13 total officers. Chief Merrill would bring on 12 full-time officers with the 1 officer as the SRO. If the 3 year grant is not funded through RVUSD after the 3 years, then the Town of Springerville would migrate that position into a full time RVPD Officer.

The second benefit is with the SRO, the officers wouldn't be sent to the school multiple times a day. The regular officers can continue to patrol the two towns.

The third benefit is to protect the schools and children and staff. Having an officer in the schools is the right message of protection and sends a message to the community that their children and employees are safe.

I support Chiefs recommendation to bring on the SRO.

Thank you,
Tim

School Resource Officer

Town of Springerville, AZ

Job Description

Job Classification and Summary

Sworn Police Officer

Working Title(s): School Resource Officer

This is a three (3) year GRANT FUNDED position and salary will be determined upon employment offer. Candidates must have the ability to work nights, weekends, and holidays.

Position Description

The Town of Springerville and the Round Valley Police Department are seeking a qualified individual interested in a School Resource Officer position. The purpose of this position is to deliver a combination of law enforcement and police security while also providing Law Related Educational service to the Round Valley High School and other Round Valley Schools as needed. These tasks are accomplished by providing foot patrol and presence to the assigned school and surrounding school areas, investigation of criminal incidents, maintaining accurate and up-to-date reports, supportive of prevention strategies and assisting with special duties and projects; and/or, performing related work as assigned.

Qualification:

- Applicants must possess an Arizona POST Certification and be in good standing at the time of submitting application/Letter of Interest.
- Minimum of three years experience in law enforcement.
- Knowledge of the court system and presentation of evidence in court proceedings.
- Ability to present a professional appearance and conduct.
- Ability to plan and schedule work and implement directives without constant supervision.

- Ability to establish and maintain effective working relationships with staff, other agencies and the general public using insight, courtesy and good judgment.
- Note: Candidates must have the ability to work nights, weekends, and holidays
- Conditions in this job typically require, climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, feeling, talking, hearing, seeing and repetitive motions.
- Officers **may** be subjected to atmospheric conditions such as fumes, odors, dusts, gases, hazardous materials such as chemicals, oils, and blood and other bodily fluids, extreme temperatures, exposure to the elements, travel across rough, uneven and rocky surfaces and environmental conditions such as disruptive people, imminent danger, and a threatening environment.
- Applicants are expected to possess strong communication skills (both verbal and written) as well as acceptable computer skills.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO:	Springerville Town Council
FROM:	Tim Rasmussen, Town Manager
DATE:	November 6, 2023
SUBJECT:	December Regular Council Meeting Date

SUGGESTED MOTION:

I move that the Town of Springerville approve Decembers Council Meeting to be a Special Meeting on December 13, 2023.

or

I move that the Town of Springerville **does not** approve Decembers Council Meeting to be a Special Meeting on December 13, 2023.

STAFF REPORT

Traditionally Decembers meeting has been held earlier in the month due to the Holidays.

**TOWN OF SPRINGERVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Kelsi Miller, Town Clerk
DATE: 11/15/2023
SUBJECT: Town Manager Goal Setting

SUGGESTED MOTIONS:

No action is requested, this item is for possible discussion and direction.

STAFF REPORT:

Per Section 9 of the Town Manager Contract:

“Within 90days of the date of this agreement, the Town Council shall establish and define goals and performance objectives that they determine necessary for the proper operation of the Town and for the attainment of the Council’s policy objectives and shall further establish written priorities among said goal sand objectives and a deadline within each is to be accomplished. Said goals and objectives shall be the basis for awarding additional compensation up to 10% of Manager’s salary by way of a performance incentive.”

Tim has been the Town Manager since March of 2023, The Council has yet to set these goals. A Councilor has requested this item be placed on the agenda.