



REVISED
NOTICE OF REGULAR MEETING
OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH
THURSDAY JULY 15, 2021, 7:00 P.M.

Pursuant to A.R.S. § 38-431.02(B), notice is hereby given to the members of the Town Council and to the general public that the Town Council will hold a Special Town Council Meeting which is open to the public on Thursday, JULY 15, 2021 at the Mammoth Community Center located at 101 W. 5th Street, Mammoth, Arizona. The Town Council may hold an Executive Session, A.R.S. § 38-431.03(A)(3) and (4) for legal advice, which will not be open to the public, to discuss any Agenda items set forth below.

Public access to the Mayor and Council Chambers will be restricted in order to prevent a large or close gathering of the members of the public and to promote social distancing. Additionally, some items on the agenda may be shortened, continued to a future meeting or taken out of order. These steps are part of the effort to limit the number of people who must be physically present, or who might desire to be physically present, at the meeting, and to limit the time of the public meeting. No more than 25 members of the public will be admitted on a first come, first seated basis.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
 - A. Possible consideration to excuse Councilmember(s) from Meeting pursuant to Mammoth Town Code 2.04.3
4. CALL TO THE PUBLIC
Pursuant to A.R.S. 38-341 (H)

A public body may make an open call to the public during a public meeting, subject to a three minute limitation to allow individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Handicapped individuals with special accessibility needs may contact the ADA Coordinator for the Town of Mammoth at (520) 487-2331 (V/TDD)

5. PRESENTATION AND Q&A: Chad Crockett of Bowman Engineering, Inc on Water Project

6. CONSENT AGENDA

ALL ITEMS SET FORTH BELOW ARE CONSIDERED TO BE ROUTINE MATTERS AND WILL BE ENACTED BY ONE (1) MOTION AND ONE (1) ROLL CALL VOTE OF THE TOWN COUNCIL. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS A COUNCILMEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE OF EVENTS.

A. Approval of Staff Recommendations and Reports

(MAY BE SEEN ON LINE AS AN ATTACHMENT TO THIS AGENDA)

- 1. Town Clerk/Treasurer Report**
- 2. Town Manager Report**
- 3. Police Report**
- 4. Public Works Report**
- 4. Library Report**
- 5. Planning and Zoning Report**

(All Reports may be viewed online with this agenda)

B. Approval of Accounts Payable for Payment and Filing

C. Approval of Meeting Minutes

- 1. Special Meeting of June 4 2021**
- 2. Special Meeting of June 16, 2021**
- 3. Special Meeting of June 30, 2021**

Motion is:

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

7. OLD BUSINESS

A. Consideration and Possible Approval of Ordinance 2021-07 Tax Levy for Fiscal Year 2021-2022 in the Amount of \$2.251 per \$100 of Assessed Valuation

Motion is:

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

B. Consideration and Possible Approval to Accept Finalized Objectives, Expectations and Goals for the Police Department and for the Evaluation of Chief of Police in 6 months as Set by Council.

Motion is:

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

8. NEW BUSINESS

A. Consideration and Possible Approval to Direct Staff to Plan and Organize a Town Wide Community Clean-up and Determine Budget

Motion is: To Approve and Direct Staff to Plan and Organize a Town Wide Community Clean-up and Determine Budget

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

B. Consideration and Possible Approval to Direct Staff to Plan and Organize Annual Employee Appreciation Incentives/Events and Determine Budget

Motion is: To Approve and Direct Staff to Plan and Organize Annual Employee Appreciation Incentives/Events and Determine Budget

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

C. Discussion and Possible Action to Direct Staff to Take Action to Stop the Use of Glyphosate (Round Up) in Town Weed Control

Motion is: To Approve and Direct Staff to Take Action to Stop the Use of Glyphosate (Round Up) in Town Weed Control

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

D. Discussion and Possible Action to Approve an IGA with Pinal County for Animal Control Services for a Period of 3 Years

Motion is: To Approve an IGA with Pinal County for Animal Control Services for a Period of 3 Years

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

E. Discussion and Possible Action to Approve the US Housing and Urban Development Community Planning and Development Programs Cooperation and Coordination Agreement Between Pinal County and the Town of Mammoth

Motion is: To Approve the US Housing and Urban Development Community Planning and Development Programs Cooperation and Coordination Agreement Between Pinal County and the Town of Mammoth

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

9. MAYOR AND COUNCIL COMMENTS

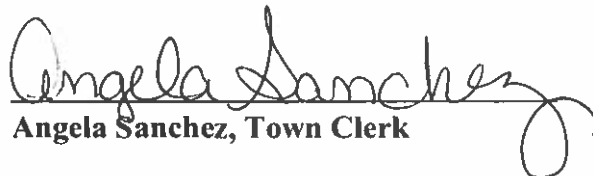
10. Adjourn

Motion is to adjourn this meeting at _____ PM

Motion: 1st _____ 2nd _____

Council Action: ___ Passed ___ Defeated ___ Tabled ___ No Action Taken

The undersigned hereby certifies that a copy of this notice was posted at the Mammoth Town Hall on July 9, 2021 by 5:00 p.m.


Angela Sanchez, Town Clerk

Copies of the agenda are available for public inspection at the Mammoth Town Hall and the Mammoth Public Library. Persons with disabilities needing accommodations should contact the Mammoth Town Hall coordinator at (520) 487-2331. If possible, such requests should be made 72 hours in advance.

Town Clerks Report

July 8, 2021

Audit Update

The audit process with the Auditor General's (AG) Office is complete and they have determined that the Town has satisfied the Excise Fund debt. In addition, the Town's HURF responsibility has been reduced to 695,427. The AG's Office informed us that someone from the Town will most likely be asked to appear before the Legislature when the report is formally submitted.

FY21 Budget

We are in the process of closing out the FY21 Budget year. We have been working diligently to clean up the GL and ensure all liabilities and expenses from FY21 have been satisfied.

Accounting & Cash Handling Policies

As part of our excise tax audit, we have agreed to resolve some process issues uncovered by the Auditor General's Office. We have agreed to provide to them by the end of the calendar year an Accounting and Cash Handling Policy approved by the Council. In addition to the transportation portion of the 5-Year Plan and a fleet accounting.

Animal Control IGA Update

We are continuing negotiations with Pinal County Animal Control and believe we are close to an IGA which we can afford. For a low flat fee of \$2,000 per year we will receive unlimited calls for Animal Control services Monday-Friday from 8AM to 5PM. However, after hours and weekend emergency calls will be charged on a per call basis because they have to pay overtime. We will work with the Police Department to manage these calls to ensure that only emergencies are forwarded during after hours and weekends. Animal Control will continue to do sweeps to limit the chance of an emergency.

Water Overcharge Credits

We are on our 4th month of applying water credits due to overcharges from 2014 – 2016. We began with a total of \$60,540 for current customers and \$15,751 for former customers. To date we have applied a total of \$48,576 towards customers water service and have a balance of \$11,964 remaining to apply.

Records Management & Personnel Policy and Procedures

Records retention process is ongoing. We in the process of updating the Personnel Policy to address issues such as absenteeism, over-time and holiday pay, etc. We are also drafting an Accounting Policy and Procedures and Cash Handling Policy to ensure we are practicing appropriate separation of duties.

Sustainability Program

We have received additional applications from two businesses within the Town. As a result, we have a total of 12 application being reviewed for funding. We are working with each business to ensure we have all of the documentation to make an eligibility determination. We are awaiting funding.

TOWN MANAGER REPORT

JULY 16, 2021

This report will be somewhat abbreviated as most of my time and energy since the previous report has been spend on working with the Department Heads to close out the Fiscal Year in the black and to review with them our new budget and my expectations for their financial performance going forward. This has involved new and/or expanded cost centers and the elimination of others which will require them to actively participate in assigning codes to expenditures and purchases so that the correct budget categories are maintained. We also reviewed the importance of using the correct codes even if the budget line is over as without the correct information, the next budget would be wrong from the start. I further informed them that our accounting personnel do not make the rules or the budget; they just reflect the information provided by the Departments, so if you run over or under your budget please don't blame the messenger.

If I accomplish nothing more during my tenure as your Town Manager, I will consider my time here as successful if we can continue to have a strong financial system that correctly tracks all income and outgo to and from the correct categories! And won't it be nice as a Council Member to be able to ask "How much did we spend on tires last year?" or "How much money did we receive from Pinal County last year?" and get rapid and correct responses!

The new Chief of Police and I spend some time together to review expectations of him and his Officers in addition to discussing his priorities for the Department. I find that he has been well trained in correct policing policies and procedures, but will also respond to positive efforts toward improvements. He is teachable and remains very eager to make good on this assignment, so please pass to me any complaints and/or criticisms and I will counsel him appropriately.

The Water Project remains on track as you will hear from Chad Crockett; please voice your questions and concerns as he is here to serve the Town of Mammoth.

Respectfully,


John

MAMMOTH POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT
June 2021

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Total Complaints	69	71	71	101	89	97	0	0	0	0	0	0	498
Adult Arrests	2	2	3	3	0	2	0	0	0	0	0	0	12
Juvenile Arrests	1	0	0	0	0	0	0	0	0	0	0	0	1
Traffic Citations	4	4	5	5	3	4	0	0	0	0	0	0	25
Traffic Written Warnings	0	1	0	2	1	0	0	0	0	0	0	0	4
Traffic Verbal Warnings	12	4	12	11	2	8	0	0	0	0	0	0	49
Loose Dogs Citations	0	0	0	0	0	0	0	0	0	0	0	0	0

COMPLAINT BREAKDOWN

	June 2021	Year to Date		June 2021	Year to Date
Abandoned Vehicle		0	Livestock(cattle) comp		3
Accidents (961,962,963)		7	Loud Music Complaint	2	10
Alarm Drop	1	4	Minor Consumption		0
Alcohol Related		0	Missing Person	1	2
Ambulance Req (MED)	25	115	Motorist Assist		1
Animal Calls	3	16	Murder		2
Arrests	2	13	Neighbor Dispute		5
Arson	1	1	Noise Complaint		0
Assaults	1	3	Order of Protection		1
Agency Assists	5	21	Probation Violation		0
Attempt to Locate	4	43	Property Found/Lost	2	4
ATV Complaints		0	Special Detail/ police escort		2
Bond out		1	School Truancy		0
Burglary	1	3	Search Warrants		0
Child Abuse/Injury		0	Sex Offense		0
Citizen/Public Assist	13	73	Shoplifting		0
Civil Standby	3	10	Speeding Vehicle		0
Complaints	1	7	SUS Activity/people	9	36
Criminal Damage		5	Theft	2	13
Criminal Trespass		1	Threats & Intimidation		0
Deaths		7	Traffic Enforcement	12	59
Disturbance	4	18	Vandalism		1
Disobey Court Order		4	Warrant Arrest	2	4
Disorderly Conduct		1	Welfare Check	1	5
Domestic Violence		9	DRUNK		0
Drug Related Incident		0	911 Hang up calls		8
DUI		0	911 Open line		5
False Reporting to Law		0	Reckless driving		2
Fingerprints		0	Fraud	2	4
Fire	2	9	Animal Control	7	7
Fire Weapon		0	Snake removal	3	3
Follow Up		3			
Harassment	2	9	MFD TOTAL CALLS	30	126
House Watch/ExtraPatrol	3	17			
Juvenile Complaints		1			

Town Council Meeting
15 July 2021 (Thursday)

June 21st (Monday)

Water leak @ arcross from Mammoth Towing off HWY 77

June 28th (Monday)

Water main break @ San Manuel & Portal Street

July 1st (Thursday)

Water leak @ Owens & Tiger Street

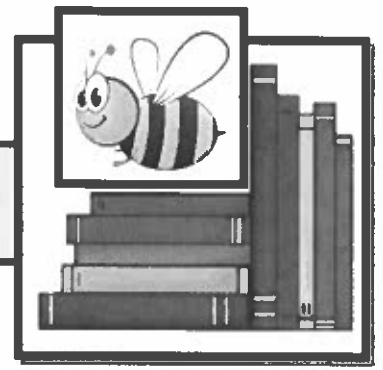
July 3rd (Saturday)

Water leak @ Short & Jones Street

Public Works Foreman
BUI HERNANDEZ



Mammoth Public Library



JULY 2021

The library has opened full time but after 5 pm is very slow so we may cut hours for one month from 6PM to 5PM until August. We will begin this on 7-12-21.

Kids have begun slowly coming in and the Summer programs have been set to start in two weeks.

More updates to come in August.

Sharon Christiansen (Librarian) and Claudia Rodriguez (Assistant Librarian)

Telephone:
(520) 487-2026

Mailing: P.O. Box 549, Mammoth, Arizona 85618
125 N. Clark Street, Mammoth, Arizona 85618

FAX:
(520)487-2364



Town of Mammoth Planning and Zoning Commission

JULY, 2021

Good Evening Council,

We are working on a new system to evaluate the town. And we will prioritized all properties. Good and Bad. We want to get a handle on this and with a larger crew and new procedures. We feel confident that changes are coming.

There is not much to report this time. We do have Angie and a new member on PZ and we are hoping for a much better running response to citations and cleanups as we get to the years end. We are also looking at Community Clean up Days and the Possibility for Neighborhood Recognition awards for those properties owners who work hard to keep them nice and help Mammoth become the Beautiful Little Town we all know it can be.

We will update you further in August.

Thank you

Sharon Christiansen

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2360								
2360	COPPER AREA NEWS PUBLISH	06210394548	NEWSPAPER PUBLIC NOTICE	06/14/2021	562.80	562.80	06/30/2021	
Total 2360:					562.80	562.80		
3222								
3222	VOYAGER FLEET SYSTEMS	869266205212	GAS PD	05/24/2021	341.08	341.08	06/30/2021	
3222	VOYAGER FLEET SYSTEMS	869266205212	GAS PW	05/24/2021	877.98	877.98	06/30/2021	
Total 3222:					1,219.06	1,219.06		
5215								
5215	LESLIE'S	00556-02-0411	POOL CHEMICALS	06/10/2021	352.92	352.92	06/30/2021	
Total 5215:					352.92	352.92		
5880								
5880	MICKELSON & RAY INC	50079	DOMELINERS <i>Cemetery</i>	06/22/2021	2,265.00	2,265.00	06/30/2021	
Total 5880:					2,265.00	2,265.00		
6550								
6550	OCCUPATIONAL HEALTH CENT	160450512	PHYSICAL-FIGUEROA	06/07/2021	98.50	98.50	06/30/2021	
Total 6550:					98.50	98.50		
7060								
7060	PINAL CO. SHERIFF'S DEPT	199	JAIL FEES	06/18/2021	193.83	193.83	06/30/2021	
Total 7060:					193.83	193.83		
7380								
7380	PUBLIC SAFETY PERSONNEL R	PS21-224782A	POLICE RETIREMENT EMPLOY	06/22/2021	381.58	381.58	06/23/2021	
7380	PUBLIC SAFETY PERSONNEL R	PS21-224782B	POLICE RETIREMENT EMPLOY	06/22/2021	3,458.35	3,458.35	06/23/2021	
7380	PUBLIC SAFETY PERSONNEL R	PS21-225088A	POLICE RETIREMENT EMPLOY	06/29/2021	381.58	381.58	06/30/2021	
7380	PUBLIC SAFETY PERSONNEL R	PS21-225088B	POLICE RETIREMENT EMPLOY	06/29/2021	3,458.35	3,458.35	06/30/2021	
Total 7380:					7,679.86	7,679.86		
8801								
8801	GORT CONSULTING	1086	REIMBURSEMENT POOL SUPP	06/21/2021	579.99	579.99	06/30/2021	
Total 8801:					579.99	579.99		
9520								
9520	CENTURYLINK	5204872031-5/	PHONE	05/25/2021	66.16	66.16	06/30/2021	
9520	CENTURYLINK	5204872031-5/	PHONE	05/25/2021	241.92	241.92	06/30/2021	
9520	CENTURYLINK	5204872031-5/	PHONE	05/25/2021	111.11	111.11	06/30/2021	
9520	CENTURYLINK	5204872031-5/	PHONE	05/25/2021	213.70	213.70	06/30/2021	
9520	CENTURYLINK	5204872031-5/	PHONE	05/25/2021	143.45	143.45	06/30/2021	
9520	CENTURYLINK	5204872031-5/	PHONE	05/25/2021	938.32	938.32	06/30/2021	
9520	CENTURYLINK	5204872031-5/	PHONE	05/25/2021	96.90	96.90	06/30/2021	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
9520	CENTURYLINK	5204872031-5/	PHONE	05/25/2021	65.53	65.53	06/30/2021	
Total 9520:					1,877.09	1,877.09		
9760								
9760	USA BLUE BOOK	638570	MISCELLANEOUS	06/18/2021	216.95	216.95	06/30/2021	
Total 9760:					216.95	216.95		
9940								
9940	WASTE MANAGEMENT	8038745-1575-	WASTEMANGEMENT TOWN PIC	06/21/2021	7,219.40	7,219.40	06/30/2021	
Total 9940:					7,219.40	7,219.40		
10262								
10262	XEROX FINANCIAL SERVICES	2670223	ADMIN COPIER	06/11/2021	301.07	301.07	06/30/2021	
Total 10262:					301.07	301.07		
11013								
11013	ARIZONA STATE TREASURE	198	STATE REMITTANCE REPORT	06/03/2021	373.28	373.28	06/30/2021	
Total 11013:					373.28	373.28		
11049210								
11049	O'REILLY AUTOMOTIVE, INC.	5553-435977	GREASE & GREASE GUNS	05/18/2021	137.85	137.85	06/30/2021	
11049	O'REILLY AUTOMOTIVE, INC.	5553-443950	PARTS FOR POLICE VEHICLE	06/28/2021	216.27	216.27	06/30/2021	
Total 11049210:					354.12	354.12		
11049240								
11049	CliftonLarsonAllen LLP	2921097	client books and reconcile accoun	06/25/2021	5,512.50	5,512.50	06/30/2021	
Total 11049240:					5,512.50	5,512.50		
11049279								
11049	WELLS FARGO	25159-0621	Credit Card- Misc Charges	06/03/2021	728.95	728.95	06/30/2021	
11049	WELLS FARGO	25159-0621	Credit Card - Sams Club	06/03/2021	171.03	171.03	06/30/2021	
11049	WELLS FARGO	25159-0621	SAMS CLUB Renewal	06/03/2021	294.54	294.54	06/30/2021	
11049	WELLS FARGO	25159-0621	CC- Pool Chemicals	06/03/2021	279.51	279.51	06/30/2021	
11049	WELLS FARGO	25159-0621	CC-Granite Cold Mix for Roads	06/03/2021	319.11	319.11	06/30/2021	
11049	WELLS FARGO	25159-0621	CC-Dubs Plumb PD	06/03/2021	68.45	68.45	06/30/2021	
Total 11049279:					1,861.59	1,861.59		
11049326								
11049	CORE & MAIN LP	P007753	PIPE HYDRO MAX	06/21/2021	512.73	512.73	06/30/2021	
Total 11049326:					512.73	512.73		
11049479								
11049	WILLIAMS, HARRY	005	WATER TESTING	06/14/2021	1,250.00	1,250.00	06/30/2021	
Total 11049479:					1,250.00	1,250.00		
Grand Totals					32,430.69	32,430.69		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Dated	_____							
Mayor	_____							
City Council	_____							

City Recorder	_____							
City Treasurer	_____							

Report Criteria:
Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Analyzed Business Checking - PF

Account number: [REDACTED] ■ June 1, 2021 - June 30, 2021 ■ Page 1 of 5

**WELLS
FARGO**

TOWN OF MAMMOTH
GENERAL FUNDS
125 N CLARK ST
MAMMOTH AZ 85618-0000

Questions?

Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 6995
Portland, OR 97228-6995

Account summary

Analyzed Business Checking - PF

Account number	Beginning balance	Total credits	Total debits	Ending balance
[REDACTED]	\$457,890.73	\$156,986.98	-\$151,146.48	\$463,731.23

Credits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	06/01	143.80	06/01Bankcard Deposit -0483205938
	06/01	18,349.72	Arizona State Tr Corp Pmt D1073733 Rmr*IV*City Sales Tax\
	06/02	169.01	06/02Bankcard Deposit -0483205938
	06/02	100.00	Desktop Check Deposit
	06/03	350.09	06/03Bankcard Deposit -0483205938
	06/03	1,155.63	Desktop Check Deposit
	06/04	1,240.69	06/04Bankcard Deposit -0483205938
	06/04	1,857.51	Desktop Check Deposit
	06/04	16.86	State of Arizona Payments 210602 202106021675486 01\
	06/07	1,399.99	06/07Bankcard Deposit -0483205938
	06/07	4,301.17	Desktop Check Deposit
	06/07	2,785.78	Arizona State Tr Corp Pmt D1074757 Rmr*IV*City Sales Tax\
	06/07	1,254.20	Arizona State Tr Corp Pmt D1074663 Rmr*IV*City Sales Tax\
	06/08	200.00	Cash Only Customer Deposit
	06/08	37.50	Cash Only Customer Deposit
	06/08	1,750.97	06/08Bankcard Deposit -0483205938
	06/08	100.00	Cash Vault Deposit
	06/08	1,079.64	Desktop Check Deposit
	06/09	437.41	Cash Only Customer Deposit
	06/09	125.00	Cash Only Customer Deposit
	06/09	753.53	06/09Bankcard Deposit -0483205938
	06/09	1,590.22	Desktop Check Deposit
	06/09	11,963.55	Arizona State Tr Corp Pmt D1075406 Rmr*IV*Highway User Rev. Fund\

Electronic deposits/bank credits (continued)

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
	06/10	1,793.16	06/10Bankcard Deposit -0483205938
	06/10	1,296.15	Desktop Check Deposit
	06/10	20,091.32	Arizona State Tr Corp Pmt D1073876 Rmr*IV*Urban Revenue Sharing\
	06/11	857.97	06/11Bankcard Deposit -0483205938
	06/11	4,005.04	Desktop Check Deposit
	06/11	5,315.42	Arizona State Tr Corp Pmt D1075609 Rmr*IV*Vehicle License Tax\
	06/14	931.46	06/14Bankcard Deposit -0483205938
	06/14	2,022.83	Arizona State Tr Corp Pmt D1075821 Rmr*IV*City Sales Tax\
	06/14	19.01	Arizona State Tr Corp Pmt D1075728 Rmr*IV*City Sales Tax\
	06/15	922.28	Cash Only Customer Deposit
	06/15	647.75	Cash Only Customer Deposit
	06/15	357.09	Cash Only Customer Deposit
	06/15	209.34	Cash Only Customer Deposit
	06/15	157.60	Cash Only Customer Deposit
	06/15	1,059.50	06/15Bankcard Deposit -0483205938
	06/15	2,865.33	Desktop Check Deposit
	06/15	727.31	Desktop Check Deposit
	06/15	7,148.09	Arizona State Tr Corp Pmt D1075951 Rmr*IV*State Sales Tax\
	06/16	483.90	06/16Bankcard Deposit -0483205938
	06/16	428.38	Desktop Check Deposit
	06/17	322.92	06/17Bankcard Deposit -0483205938
	06/17	543.48	Desktop Check Deposit
	06/18	849.00	06/18Bankcard Deposit -0483205938
	06/18	3,109.92	Desktop Check Deposit
	06/21	1,029.86	06/21Bankcard Deposit -0483205938
	06/21	2,241.11	Desktop Check Deposit
	06/21	5,325.01	Arizona State Tr Corp Pmt D1076229 Rmr*IV*City Sales Tax\
	06/22	498.20	Cash Only Customer Deposit
	06/22	463.90	Cash Only Customer Deposit
	06/22	335.00	Cash Only Customer Deposit
	06/22	198.01	Cash Only Customer Deposit
	06/22	187.65	Cash Only Customer Deposit
	06/22	566.78	06/22Bankcard Deposit -0483205938
	06/22	2,029.17	Desktop Check Deposit
	06/23	620.04	06/23Bankcard Deposit -0483205938
	06/23	231.96	Desktop Check Deposit
	06/23	8,980.32	Arizona State Tr Corp Pmt D1076357 Rmr*IV*State Sales Tax\
	06/23	5,651.65	Arizona State Tr Corp Pmt D1076490 Rmr*IV*Vehicle License Tax\
	06/24	397.06	06/24Bankcard Deposit -0483205938
	06/24	373.96	Desktop Check Deposit
	06/25	95.19	06/25Bankcard Deposit -0483205938
	06/25	245.03	Desktop Check Deposit
	06/28	370.41	06/28Bankcard Deposit -0483205938
	06/28	3,161.55	Desktop Check Deposit
	06/28	8,135.95	Arizona State Tr Corp Pmt D1078929 Rmr*IV*City Sales Tax\
	06/29	796.01	Cash Only Customer Deposit



Electronic deposits/bank credits (continued)

Effective date	Posted date	Amount	Transaction detail
	06/29	499.00	Cash Only Customer Deposit
	06/29	358.75	Cash Only Customer Deposit
	06/29	348.02	Cash Only Customer Deposit
	06/29	242.00	Cash Only Customer Deposit
	06/29	120.00	Cash Only Customer Deposit
	06/29	382.41	06/29Bankcard Deposit -0483205938
	06/29	125.00	Cash Vault Deposit
	06/29	128.53	Desktop Check Deposit
	06/29	4,409.61	Arizona State Tr Corp Pmt D1079354 Rmr*IV*Smart & Safe AZ Fund\
	06/29	130.23	State of Arizona AZ_Erapay 210628 68104 Rmr*IV*84102**130.23\Ref*Edward Godoy*711 N Main
	06/29	130.23	State of Arizona AZ_Erapay 210628 68106 Rmr*IV*84102**130.23\Ref*Edward Godoy*711 N Main
	06/30	491.00	Post Verify Deposit
	06/30	283.72	Post Verify Deposit
	06/30	63.14	06/30Bankcard Deposit -0483205938
	06/30	15.00	Desktop Check Deposit
		\$156,986.98	Total electronic deposits/bank credits
		\$156,986.98	Total credits

Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
	06/03	6,486.37	< Business to Business ACH Debit - IRS Usatxpymt 060321 220155445424201 Town of Mammoth
	06/10	95.28	Bankcard Interchange Fee - 0483205938
	06/10	78.82	Bankcard Fee - 0483205938
	06/10	32.98	Bankcard Discount Fee - 0483205938
	06/11	752.04	< Business to Business ACH Debit - AFLAC Insurance 060921 Pce77458571 Town of Mammoth
	06/17	5,894.65	< Business to Business ACH Debit - IRS Usatxpymt 061721 220156854558761 Town of Mammoth
	06/21	48.41	Firstdata - Asc Lease Pymt 210621 052-1386605-000 Town of Mammoth
	06/30	6,722.45	< Business to Business ACH Debit - IRS Usatxpymt 063021 220158142567183 Town of Mammoth
		\$20,111.00	Total electronic debits/bank debits

< **Business to Business ACH:** if this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

Checks paid

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
25102 Az Dept of Revenue	5,623.75	06/23	25240 NU Flow	9,794.00	06/08	25251 Waste management	8,822.37	06/03
25203	666.99	06/04	25242 Public Safety	3,937.32	06/01	25252 Payroll	1,156.22	06/14
25220	423.59	06/02	25245	60.00	06/28	25253	625.31	06/04
25221	294.84	06/04	25250 Cooper & Ruetter	3,285.00	06/02	25254	550.90	06/07



Checks paid (continued)

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
25255	432.07	06/03	25280	1,114.84	06/16	25312	325.00	06/28
25256 Payroll	1,047.87	06/04	25281 Payroll	1,166.21	06/21	25313 Payroll	9,671.97	06/28
25257 Payroll	1,114.84	06/02	25282	963.91	06/17	25314 Entertainment	91.90	06/30
25258 Payroll	1,150.68	06/03	25283 Payroll	1,103.63	06/18	25315	567.27	06/30
25259	955.54	06/08	25284 Payroll	1,695.25	06/18	25317	161.80	06/29
25260 Payroll	1,203.01	06/07	25285	905.24	06/18	25318	509.11	06/23
25261 Payroll	1,526.75	06/04	25286	979.08	06/17	25319	137.50	06/25
25262	922.20	06/04	25287	291.36	06/21	25320	164.32	06/28
25263 Payroll	1,371.10	06/04	25288 Payroll	1,482.42	06/17	25321 Phoenix Pumps	2,706.84	06/28
25264	970.78	06/03	25289	611.28	06/17	25322	313.92	06/30
25265 Payroll	1,441.86	06/03	25290 Payroll	1,765.78	06/17	25323 Public Safety	9,173.55	06/30
25266	495.09	06/07	25293 Payroll	1,409.51	06/16	25325	342.04	06/23
25267 Payroll	1,227.78	06/04	25294	528.74	06/16	25326	44.62	06/25
25268	465.96	06/17	25295 Payroll	1,075.68	06/18	25328	96.09	06/30
25269	294.84	06/04	25296 Payroll	1,960.84	06/18	25329	131.46	06/28
25270 Payroll	1,409.51	06/02	25297 Payroll	1,019.76	06/22	25331	336.43	06/21
25271 Payroll	1,023.54	06/07	25298	894.00	06/17	25332	18.66	06/28
25272 Payroll	1,960.84	06/14	25299 Payroll	1,283.11	06/16	25333 US Dept of Interior	6,389.21	06/28
25273 Payroll	1,019.76	06/08	25301	48.00	06/25	25336	164.10	06/24
25274	914.19	06/03	25303 AMRAP	6,836.00	06/30	25337	272.90	06/28
25275	106.87	06/09	25304	226.59	06/21	25348	961.12	06/30
25276 Payroll	1,266.04	06/03	25306	223.71	06/29	25358 Payroll	1,765.78	06/30
25277	611.42	06/28	25308	823.00	06/28	25362 Payroll	1,409.51	06/29
25278	432.07	06/18	25309 Cooper & Rueler	3,274.80	06/28	25363	777.57	06/29
25279 Payroll	1,147.87	06/23	25311 Curramain	2,088.30	06/30	25370	979.00	06/30
\$131,035.48			Total checks paid					

* Gap in check sequence

\$151,146.48 Total debits

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
05/31	457,890.73	06/10	477,245.54	06/22	491,580.00
06/01	472,446.93	06/11	486,671.93	06/23	499,441.20
06/02	466,483.00	06/14	486,528.17	06/24	500,048.12
06/03	446,504.36	06/15	500,622.46	06/25	500,158.22
06/04	441,641.74	06/16	497,198.54	06/28	487,376.55
06/07	448,110.34	06/17	485,007.86	06/29	492,473.75
06/08	439,509.15	06/18	481,794.07	06/30	463,731.23
06/09	454,271.99	06/21	488,321.05		
Average daily ledger balance		\$477,589.93			

IMPORTANT ACCOUNT INFORMATION

Effective September 1, 2021, the non-Wells Fargo ATM balance inquiry fee will increase from \$2.00 to \$2.50, and the non-Wells Fargo ATM transfer fee will increase from \$2.00 to \$2.50. To avoid these fees, monitor your balances and transfer money by accessing Wells Fargo ATMs, calling the number on the back of your card, and using Wells Fargo Online[®] or the Wells Fargo Mobile[®] app. Availability may be affected by your mobile carrier's coverage area. Your mobile carrier's message and data rates may apply. These fees may not be applicable to all customers and may vary depending on the type of Account you have. For more details, refer to the applicable Wells Fargo Fee and Information Schedule for your Account.

**TOWN OF MAMMOTH
MINUTES OF A SPECIAL MEETING
OF THE MAMMOTH TOWN COUNCIL
JUNE 04, 2021**

**These are the Minutes of a Special Meeting held by the Mammoth Town Council
On June 4, 2021 pursuant to the notice required by Law.**

Due to the COVID-19 Virus and our efforts to slow the spread, and to keep all members and attendees safe in this time of crisis. We require that all those in attendance are Masked and adhering to Social Distancing Measures.

1. CALL TO ORDER – This meeting was called to order at 4:04 PM Mayor Armenta.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

PRESENT MEMBERS

Mayor Armenta
Vice Mayor Martinez
Councilman Bustamante
Councilman Martinez
Councilman Adams (By Phone)
Councilman Brewer
Councilman Ponce

PRESENT STAFF

Attorney S Cooper
Town Manager J. Schempf
Town Clerk A. Sanchez
Police Chief Mueller
Town Recorder S. Christiansen

ABSENT MEMBERS

4. CALL TO THE PUBLIC

A public body may make an open call to the public during a public meeting subject to a three minute limitation to allow individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of the call to the public individual members of the public body may respond to criticism made by those who address the public body. They may ask staff to review a matter or have the matter be put on a future agenda. However members of the public body shall not discuss or take legal action on matters raised during an open call to the public.

Hi. My name is Debbie Effpf. I live in San Manuel. I have gone to the pool since I've lived in this community and have been loving doing the adult morning swim time. And I have to say that one thing I've noticed about the past few years coming here under the care of the sea lions is the water has been exemplary. I can't smell chlorine. It's always clean. I just want to compliment the job that they've been doing. Thank you.

I am Bob Sloan, (Mammoth) I was on the city council at one time. Every day look at the condition of the pool, there is not much maintenance in winter. A month or two ago, I saw somebody down here in that purple Dodge Truck messing with the chemicals over there. I'm sure the guy was meaning well, but he did not appear to know how to mix it. So I put all the damage to the pool, due to lack of care from the city.

Margaret Sloan (Mammoth) The pool is one of the main reasons we decided to live here, because it is in a very nice pool all the time we've been here, unlike the one in San Manuel that kind of fell to pieces. The library was the other reason. With both of those, you're more likely to have people that will want to stay. Thank you.

Martha Buzan-(Mammoth) I just want to commend the staff that has been running the pool. It's been very clean. They are very professional. The kids that lifeguards are very disciplined, as you can tell. And also I've been using the pool for about three years with the exception of last year. And there's never been any issues with anything up there but maybe the price. I know some people say the price was a little outrageous. But Kearney is charging \$3.50

this year so I think we're comparable considering. I really hope you guys vote to keep the pool open. It does wonders for the aging in the communities and we need the exercise in the pool. Thank you.

Tanya Stewart (Mammoth) Good afternoon and thank you all for being here and for this opportunity to speak. I'm here to ask the council to vote yes for the contract between the Town of Mammoth, Wendy Gort and Sea Lion's swim team. I have here two photos that were recently taken. This one here (showing pool that is neglected and green) is a direct result of the no votes that canceled the contract between the board, the sea lions and the Town of Mammoth. The pool in this photo has been totally neglected. And is an obvious liability to the town and the community as a whole the Town of Mammoth. This condition is completely unusable for anyone for any reason. The condition is devastating on the pool pumps and filters and cause can cause extremely costly repairs. There's no value in a pool in this condition. It's only a dangerous liability. Degradation of the pumps and equipment because of lack of care and maintenance is costly, and it shortens the lifespan of equipment, and causes untimely shutdowns, conditions like these will only lead to a permanent closure of the pool. This photo is the result of Wendy's work and the sea lions, cleaning the pool after it has been left in that condition. As you'll see, this is the way the pool has been for five years. A pool in this condition is a great asset to the town and the surrounding communities. This kind of pool reflects very well on the town and is a beautiful asset for everyone to enjoy. Voting yes is how the council can prove that is capable of managing the town assets properly. And the town can offer facilities and activities with pride and dignity. Instead of trying to manage the daily activities of the pool parties and the scheduling, the town council needs to focus on the value of an operational pool and vote yes today so that this community has a safe, clean operational pool for the kids today, and the adults and the kids for tomorrow. Please protect our community assets by voting yes.

Irene German-(Mammoth) I am a swimmer and I enjoy swimming every day at this pool. And the reason for me being happy in that pool is because it's so clean. We had Wendy taking care of that pool for five years or more. I don't know exactly how many. But she does an excellent job. We feel safe, there's never any dirt. Workers there, they keep everything clean. We respect them. We must give them the authority that is required for them to do their job. And there's nothing else to do here in Mammoth, especially for elderly people. So I wish you would all work together instead of nitpicking at somebody because you don't like them or whatever. This is for all of us, not just one person. So, if you could see it and vote yes, we would appreciate it. I you know, all the women that go would really appreciate to keep that pool open. Thank you.

Mary Turner (Mammoth) I'm from Miami and I moved here a little over two years ago. So I'm relatively new to the community. And I was thrilled when I found out we had this pool. This pool is phenomenal. For a small community as small as we are. This pool is dynamite. I can't believe that we don't have it open, that we don't have somebody working on it. So please, as a member of your community, please open the pool and let us get back to our early morning laps because that's important to me

Nelo Sanchez- (Mammoth) ladies and gentlemen, I would be very disappointed if you do not open the pool. And keep in mind, the pool mainly utilized by individuals who have medical disabilities, and kids to keep them off the streets. If you guys don't, keep in mind, those kids can be creative, going through your windows, or doing something negative. As for Wendy. Wendy has done an excellent job. Before you guys terminated that contract, you should have had a plan B, who was going to take over, who knows what they were doing? You guys failed that. Remember, you guys work for the people. Thank you.

Al Anaya- (Mammoth) I'm a former member of this council. And we need to have the pool open. I know we had some problems. And this was when I was in the council. One thing that we had was personal vendettas. Everything here is for the kids. We got kids here, and young kids that are no longer with us because of overdoses and jail because of nothing to do. We need to do something this pool needs to be open. And it needs to be open for the tri community. Those kids in San Manuel and Dudleyville are just as important to me as our own. Don't worry about who it belongs to. It doesn't belong to just Mammoth and nobody else. It belongs to all of us. Wendy did a good job. she needs to come back and run this thing, she's certified and I don't know why it was voted by certain people here just keep that pool open. Thank you very much.

Rudy Romo (Mammoth) 400 Hetzal-I lived all my life here. I'm also a member of the Lions Club. Dedicated to the youth and welfare of children here in Mammoth. Now, the pool was built back in the 60s. The Lions Club raise money to help them with this facility here. It is very important for me to make sure that the pool stays open. There is

nothing else here in Mammoth happening for our youth. The only thing that happens here for the youth is to get in trouble, they need to find other things for their kids to do. And another thing I want to ask about the Fourth of July, The Lion's club have been sponsoring or donating money to the Fourth of July celebration. So I would like to know if it's gonna happen again this year. I know we're almost out of time. But the Club donated soda, water, hot dogs and chips for the children. So I wish you guys work together in the best interest of the children of Mammoth. Thank you.

Diane Lopez (Mammoth) I was born and raised in Mammoth. My dad would make us go swimming and keep us here all day till it closed. I don't know who don't want to renew it or open it up or whatever, but you need to get in the water, it's almost heaven, then you'll change your mind. It's really heaven when there's no kids, just grown-ups. That's why I like it you can see we need you open it up, please. Thank you.

Rebecca Simmons- (Mammoth) I'm from mammoth, as of last June and we were very excited when we moved here and found out there was a pool. And then it turned out to be closed. And we were heartbroken. Our children still joined the Mammoth swim team. Well, whatever swim team, it's Mammoth swim team in my mind, whether it says San Manuel or not. So we have four kids, they would all love to swim. They're all on the Summer League and the older two do the year round. My older son has already come in and spoken with Angela and filled out an application to be a lifeguard he's fully certified and very excited. That's all I have to say. Thank you.

Kelly Griffith-(Oracle) Hi, my name is Kelly Griffith and I'm from the town of Oracle. My father lives on Tiger drive here in Mammoth. My grandfather worked in the magma mine and the tiger mine. So I have a long history and deep roots and connection to this this area. And I thank you for allowing me the opportunity to speak. I'll speak very briefly, pretty much it's already been said. I would just say that, you know, both my stepdaughters were on the sea lions swim team. And it wasn't the Oracle swim team or the San Manuel swim team or the Mammoth swim team. It was just the swim team. And it was really a lifesaver for our family and our kids. I was able to do some adult lap swims here, and it really was like a mental health break for me, when my job and my life imploded when we all went into lockdown, and I just have to say that this pool really was a lifeline and really helped me personally a lot. And I would say that Janine and Wendy you know, Jeannie really was just like a solid presence. And I mean, it sounds minor. But I was able to really up my abilities, my physical abilities with just her gentle encouragement. And I watched her gently encouraged so many people from so many different abilities in a way that was kind and affirming. I would ask you to please set aside whatever stories that you've been telling yourself. And think about the bigger picture and what everybody else has said here today about the children and the elders, and feeling better and coming together as a community and lifting each other up. And also looking at the caretaking and such a wonderful job that has been done over a period of years and reconsider the contract and opening the pool. And I thank you so much for your time and for your attention.

Pat Dolan (Oracle) Thank you for giving me an opportunity to speak, I'm from Oracle. And let me show you my scar on my knee replacement. The pool was an amazing experience for me several years ago to recuperate from that knee surgery. And what Kelly was saying it was so supportive. And there were several of us who you know, who rehabbed our knee doing that. There's such a welcoming feeling. The water is so amazing, it's a pristine pool. It was so good. So thank you for re-considering this and I appreciate all the work. Thank you.

William Simmons-(Mammoth) This last year, we moved to Mammoth. And we heard that there was a pool and a swim team. And we were very excited. So immediately, my sister joined the swim team. We heard it was great. That it was very good. That the community was great, and that everyone's very supportive. So I joined a little bit later, and I found that to be true. And the swim team has really helped us to get out of our house and be active for several hours in the day. And as a potential lifeguard at the school, that would be a job opportunity for me that will be taken away if the pool is closed. So I really appreciate it opening. Thank you.

Annette Riedhead (Mammoth) Remember everyone's talking about the pool. The pool has been and is a lifeline. Several of us used to, as kids, several of us were on the swim team before it was the Sea lions. And the pool has always been clean. It's always been maintained by the employees. And therefore, like, the gentleman said before, that there wasn't a plan in place to keep it clean. I'm all about supporting kids, because I am a school teacher as well. And I think the pool should be open, I didn't realize it wasn't going to open at all. But at the same time, it's a business. So is the pool and it needs to be run as a business. It needs to support our kids on the suit swim team, just like it supports little league and softball. So in other words, if it's going to be open to the public, it needs to be open to the public. My kids were lifeguards. And when Wendy took over, she cut their hours so much that they had to

look for a job elsewhere. But prior to that, I'm not saying anything bad because I support the swim team, I support everything. But it needs to be opened for the public, not just the swim team. That's the only thing that I have. Because every time I went to go swim, it was close. And I'm like, what are the hours? You know? So I think that it needs to be looked at as a business. So like the concession stand, that's part of the business. It needs to be held for whoever you guys hire to run it needs to run it like a business. That's all I have to say, Little League and softball, we have to pay for lights, you have to do whatever you're going to say, but I think Wendy did a great job for the last five years. And I appreciate that she did a good job with the swim team and making our kids involved in the community. But at the same time, it needs to be run like a business. So in other words, if it's going to make money, it has to make money. So if they have meets, then allow them to have the concession stand as part of the reason that way they can pay for their fees or whatever it is that you guys decide to charge up. Just like you would do with Little League and Softball. But the pool does need to be open. It supports not only the tri community, Catalina and Dudleyville also, it supports a lot of people, and it doesn't only support our young people. It supports our adults as well. Thank you.

Ramona Curry (Mammoth) I'm here to ask you to open your hearts and your minds. I'm sure you all know about the tragedy my family is going through right now. I have a son who's at risk right now. On the verge of going through my oldest just went through. And this swim team has helped him a lot. And it is because of Wendy, Jeanine and the other coaches who have kept him from going astray. And if you take this away from him, he didn't participate last summer because of COVID. But if you take this away from him, I don't know what's going to happen to him. Going to cross my fingers that you keep this pool open for these kids. Because if you save one kid from going through what my family is going through right now, you guys are going to do your job for these kids in this community. You need to quit bickering and do your jobs. This is a pool. Its bricks. It's water. You need to use this as a resource for our kids. They have nothing here at all. Please do your jobs. Look at what my family is going through. Please. My son, Vicente, he looked up to these people. He looked up to them, he came to me, mommy asked for \$45, he came to me, I didn't go to him. They are the ones who helped them him. Summer after summer to stay out of trouble. They helped him and I am begging you guys, if you keep one kid from going astray, this is what is going to do it. I promise you it is because these people right here, they care. They really do care about the kids. It might just be a handful of kids. You guys need to do your job. But I'm begging you please, quit bickering. Please, please, open your heart, open your minds and do the right thing. That's all I'm asking you to do. This is ridiculous.

(Return Speaker) Thank you for allowing me to speak again. As I was listening to everybody, it suddenly hit me that look at the turnout that you have here. How many of us are against the pool opening? Not one of them. We are all members of our community. Whether it's Oracle or San Manuel or Mammoth. This is our pool. The people here in Mammoth elected you people to represent us. And I'm asking you, please listen to us. Do what we asked you to do. The pool is important to us for a number of different reasons. But we've elected you to represent us and it take care of us. And that's unfortunately what a lot of politicians don't do today. We're small community. We're a local community, everybody who is here is in this room voluntarily, not because it's a mandatory meeting for them. All of us are here in support of opening the pool. Please listen to me. Please do as we're asking you to do so that we can continue supporting you. As you support us. Thank you.

Ernest Bustamante (Mammoth) Hello, everybody. Honorable Mayor, Vice Mayor, Staff Council. Citizens. I'm going to speak as myself on just maybe two or three things real quick, because when you get the call to the public, it is your platform, and you can talk and you can also make your rebuttals. But well, the thing is that, you know, the young people that we are losing, they are turning to drugs and alcohol, and they need a safe haven. And part of the answer is your safe, public parks. Public Parks are a system, it's a system within all your governments, the local governments that have rules and regulations. So the town is the entity here and we are all under the rule of the town government. When you talk about the pool or a field or a basketball court, remember, it is still under your town jurisdiction. Right now, I'm writing up a proposal to submit to create a safe, no alcohol drug policy ordinance enforcement zone and try and get some kinds of language over our parks and I'm thinking of expanding on the parks and recreation. I just submitted that to the staff. And the concept basically is that we expand, because we have a lot of activities. I'm sure there's a lot of people here. And they're thinking about other things that they can do. But if we can get on the Parks and Rec, and expand to other things. I don't feel that people know this but, we've even had a film or two done here. We've had people come in here, and they filmed, it was real quick. And it's an internet film. All kinds of things that would be under your culture, your arts, your parks, and recreation, they can take care of a lot of things like sports and activity. So basically, I want to see a little bit more people wanting to participate. But we have to do some redirecting of an ordinance, because once you do this, you open the door, and it helps qualify for

more additional funding sources. So even though we're small, even at 1500 people or 1600, you do have the ability to having these committees and under your sub-committees, you can do a lot for year round activities. I can name them all, but we'll be working on this thing. And I want to thank you Council. They take the public, but we really need people to start saying "I raise my hand, I volunteer", please. Thank you.

Annie Martinez (Mammoth), Mayor, council members, and the public, thank you for allowing me to speak as a resident. I want to talk to you guys, just really quickly about a couple of things. First of all, you heard from Annette Reidhead, and she said it needs to run like a business. The pool is a business, and it's an enterprise that the town manages and it's something that the town members behind it all pay for. That's something that they pay in their property taxes for us to keep open. It's good to keep it open, I want to keep it open. There's no one on this council, I can tell you, that want to see this pool closed. No one. With that being said, you have to keep in mind when you make this decision that the town is bearing all the costs. We have no input in what the training manual was like for the lifeguards, you have no say in what the rules are going to be at the pool, you have no input into anything that goes on with the staff, you can't do anything with them, that's all going to be left up to the sea lions. And if something happens and somebody dies on the pool deck, it's not the sea lions or the pool manager that's going to cover that cost for that lawsuit. That lawsuit is going to be brought by the people behind me they're the ones that's going to pay that cost. So while I want you guys to open the pool, just remember that like Annette said, we need to run this like a business and we need to make sure that you're crossing all of your T's and dotting all of your I's and making sure that everything is done. Do your due diligence because it is for these people behind me. Thank you.

Terry Adams (Mammoth) In regards to contract, number one, we don't really enter into a contract with anybody. Like I stated over and over again. This is not about opening the pool. We all want the pool opened. But we want fair operating sessions for our citizens. We're not opposed to sea lions having practice. We're opposed to Wendy Gort having control of everything, but the Town of Mammoth bears all the responsibilities and all the financial support. If somebody gets hurt, it's not the Sea Lions who are responsible it is the Town of Mammoth. If Wendy would work with the town and give us some of our God Given Rights to Our Pool, there would be no problems. But she is insistent that she has full control of the pool and that is just not right. Thank you.

LaRea Reidhead (Mammoth) As you know, I have been a lifeguard prior to Wendy in the sea lions taking over. I also dispatched, in the year that I was full time dispatching, my brother and sister were lifeguarding for community school. That's who was running it. The problem was the following year, sea lions took over. And due to sea lions taking over, their hours got cut, and they had to find another job. The next year, they wouldn't even hire them because they had lifeguards from the sea lions, that's the issue here. The pool is going to be open this summer, whether Wendy does it, or someone else does it. That's not the problem. The problem is that Sea Lions need to be addressed. If they're going to run the pool. They need to hire Mammoth kids as well. All kids who want to lifeguard should be given the chance. First, if we want to keep the pool open for years to come, you need to train the young ones. When community schools were responsible for the pool, we check the chemicals. The lifeguards kept the clean pool clean. I vacuum that pool numerous times. That is what needs to be addressed. If you give it back to Wendy, that's fine. But you need to relook at the contract. Because it's true, the money made by the pool needs to go to the town. The concession stand should go to the town. It's a business. When I played softball, yes. During our games, we got to have concession stands. So when the sea lions have a meet, I agree they should have concession stands for their team. But during swim hours and open swim that concession money should be the towns so we can have money to continue to keep our pool open. Thank you.

Councilman Brewer Makes a Motion to Open the Pool with Contract going to Wendy Gort.

Councilman Bustamante (Discussion on Floor Motion)

Regardless, there has to be discussion among the council members on the motion for clarification. What happens is, there's some pretty good points that were made and they keep coming. There's a balancing act here that has to be done. And there's some very valid points about which way to go. The town as the main entity, regardless what the deal is, the town is responsible. Regardless, if you have a volunteer entity, that's given us volunteer labor, that is a very big plus, not to be discounted, I understand that. So that's one of the things that will always be, I call it, the inherent rights. It is always going to come back to the town, whatever happens. And another point is, that you can run it as a business, but under your recreation, if you look at all the communities, we're one of the very few of our size that are running it ourselves, and we're doing it. If we have to go into a deficit, we go into deficit, we may get up somewhere else. I recognize that we all have to work together, as property owners you know we can do this for

the greater good. I got the message and we got to have the pool, as part of the bigger picture of your parks, your park systems are your basketball courts, the swings, and the little walking trails. There's even a horseshoe place back there. So we as a Town, we do have a big park area. So let's be mindful of that and there's a lot of maintenance for the guys do. So for their efforts, we thank them. You know, there is no such thing as a perfect contract, I've been in negotiations, Perfect contract. No, you're never satisfied, the other side is never satisfied, you come to agreement and then you all get to work. Thank you for the time.

Councilman Brewer (Response) The reason I did is because our attorney had not even looked at the contract. But this time he did. We checked it all out. That's all I was worried about. When the contract is made with an town attorney, then you know the contract is made in the best interest of the town, it is as simple as that. And people say the pool looks really good now, who cleaned it up? Wendy did. The deck was so bad, if the kids would walk without sandals they would cut their feet. She did that Free. I mean, who's gonna come in here and do that? And like they said, personality conflicts? Yes, I've seen it before. And last time, well, there's a scheduling thing. You got a problem. I mean, just because you got to be on the council, we can't say, hey, I want a Pool Party Today, is not going to happen. You got to follow the schedule. That's the reason I'm voting to open this pool up, and give the contract to Wendy.

Vice Mayor Martinez (Response) I have a couple of things. And maybe you can get Steve on the phone. Because Joe brought up a really good point, Steve hadn't had a chance to go over the contract. And he's not here. But he has had a chance to view the contract. And there are some things that are concerning to see about this contract. So since you brought it up, can you make a phone call to Steve and get him on the phone, I wasn't going to go there. But since you went there, lets do this. And the thing that I wanted to point out is, Angie did a schedule, and she put a full schedule together. And I don't know if any of you in the public have seen that. But I can tell you, there are adult lap swim every morning, from seven to nine, Monday through Thursday. That's guaranteed. There's general swim for the public from 10 to 12, was an hour lunch break. And then we started again at one to three, Monday through Friday. There is night swim on Sunday, from one to four and on Monday, Wednesday and Friday from six to eight. And the rest of that time is open. There's plenty of time in the schedule. The Sea Lions normally practice between four and six. Traditionally, there's plenty of time for the Sea Lions to hold their traditional practice. There's nothing wrong with this schedule, the concerns that people have regarding this, is the lifeguards. You sat here right, you didn't because you weren't here (referring to J. Brewer) at that meeting. But we all sat here at the last meeting. And heard from members of the public that echoed the same comments that you've heard from LaRea Reidhead, that they have children that were pushed out and we're not allowed to be lifeguard, you have that same comment echoed again and again, those are the only two concerns that I have as a council member. And the other is, giving this contract to Wendy there's no room for negotiation. She was asked point blank in January, can we make some small modifications and work with you? The full schedule hasn't been approved yet. But what's going to happen is, the Sea Lions will come in, they will set open swim opens, it will be limited to two hours for the general public just like it was every year before, the seniors will have their lap pool in the mornings and the Sea Lions will have their practices in the afternoon. And yes, pool parties will go from being 18 like it used to be before, and it will only be one or two a week. These are all concerns that the council should be having. This is a business. This is something that the town owns. Because of all of the taxpayers. There's liability involved with letting another agency run our pool. I talked to Steve this morning, there is no other agency or organization anywhere in Pinal County that has all of the expenses, all of the liability and no input. That includes Chamber of Commerce centers for marketing, that's every enterprise, there is nothing else in Pinal County, where the government that owns it has no say in how it is run but is responsible for all the burden. And all I'm saying is, yes the pool needs to be open, it needs to be open for everybody. I do not want to see the pool closed any more than anybody. But I want to make sure that the amount of kids who live here, whose parents are paying for that pool, to have the opportunity to be a lifeguard if they want to. I want to make sure that when Joe's grandkids come to visit, and they want to go swimming, and it's 11 o'clock in the morning, that that pool is open for them to come up and go swimming. I don't want that pool to be closed because they find it not financially reasonable when they're not even the ones paying for it to, the town pays for the lifeguard to keep it open. I'm just saying we need to take these things into consideration before we just sign over every aspect of this pool and maintain all of the cost. That's not being physically responsible with the taxpayer's money.

Councilman Bustamante (Response) I just want to go back to comments about inherit rights. Another thing to remember, there's Equal Employment Opportunity, if you think that you have been slighted or injured or that you have a valid question in regards to employment, you do have that recourse. You know, you look at every

organization they have a grievance procedure built in. That's your equal opportunity employer. So, if there is an injury, need to speak up to the proper authority so it can be addressed properly. That's basically all I have. I want to see us get this pool reopened.

Councilman Ponce (Response) One thing to mention here, all this work has been done already. I don't know how much it was. The Pool is only open for the summer. It's a short time. That's what I'm trying to say right now. It's not going to be a one year contract if I'm right. (10 weeks, exactly.) You got people, we got to get this done. She's going to work for free. That's another point. She's going to work for free. You just don't get deals like that. If we sign this subcommittee's contracts, this is a win-win situation for the kids of Mammoth. It is only for the summer, then we can start negotiating for next year.

Councilman Bustamante (Response) My closing comment is this. This is just a stopgap. This is just to close the hole so that we can get in the water.

Vice Mayor Martinez (Response) So, I don't know if you've heard it. I don't know if you had actually looked at the full contract. But number seven, if you have it in front of you. If you look at number seven, Item b the third one down, the hiring and firing of lifeguards.....

(Comments were interrupted and a call of a vote was issued)

Councilman Brewer called for a second to his motion, Councilman Martinez motions to be the Second.

Councilman Bustamante request that the Mayor call for the vote in accordance with Robert's Rules of Order.

Mayor Armenta has called for a Roll Call Vote

Town Recorder I'm sorry, Councilman Brewer, would you please make your motion once more?

Motion by Councilman Brewer- I make the motion that we sign the Town Pool Contract with Wendy Gort.

Second by Councilman Martinez

ROLL CALL VOTE

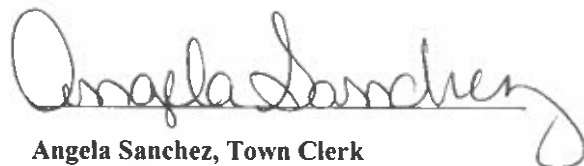
Councilman Bustamante	YES	Councilman Adams	NO
Councilman Martinez	YES	Councilman Ponce	YES
Councilman Brewer	YES	Vice Mayor Martinez	NO
Mayor Armenta	YES		

Motion Passed Vote 5-2 Motion Passed

5. Adjourn
Motion is to adjourn meeting at 5:09 PM
Motion by: Vice Mayor Martinez
Motion Passed Vote 7-0

Second by: Councilman Martinez

I certify that the preceding is a true and correct copy of the Town of Mammoth Council Meeting held June 4, 2021. I further certify that the meeting was duly called and held.


Angela Sanchez, Town Clerk

**TOWN OF MAMMOTH
MINUTES OF A SPECIAL MEETING
OF THE MAMMOTH TOWN COUNCIL
JUNE 16, 2021**

**These are the Minutes of a Special Meeting held by the Mammoth Town Council
On June 16, 2021 pursuant to the notice required by Law.**

Due to the COVID-19 Virus and our efforts to slow the spread, and to keep all members and attendees safe in this time of crisis. We require that all those in attendance are Masked and adhering to Social Distancing Measures.

- 1. CALL TO ORDER – This meeting was called to order at 7:05 PM Mayor Armenta.**
- 2. PLEDGE OF ALLEGIANCE Mayor Armenta**
- 3. ROLL CALL**

PRESENT MEMBERS

Mayor Armenta
Vice Mayor Martinez
Councilman Bustamante
Councilman Martinez
Councilman Adams (Phone)
Councilman Brewer
Councilman Ponce

PRESENT STAFF

Attorney S Cooper
Town Manager J. Schempf
Town Clerk A. Sanchez
Police Chief H Muller
Town Recorder S. Christiansen

ABSENT MEMBERS

- 4. CALL TO THE PUBLIC – NO CALL TO THE PUBLIC PRESENT FOR TONIGHTS MEETING**
- 5. APPROVAL OF MEETING MINUTES**
 - A. Regular Meeting May 20, 2021**
 - B. Special Meeting June 2, 2021**
 - C. Special Meeting June 4, 2021 (Left out of Packet)**

Town Recorder- Mayor Armenta, on those, the minutes for the June 4 meeting were accidentally left off. So they will not be part of this approval.

Motion to Approve Minutes for Regular Meeting 5-20-21 and Special Meeting 6-2-21

Motion by Vice Mayor Martinez

Second by Councilman Martinez

Motion Passed Vote 7-0

- 6. CONSENT AGENDA**
 - A. Staff Recommendations and Reports (Copies of all Reports can be found on the Agenda page of the website for this meeting)**
 - 1. Public Works**
 - 2. Library**
 - 3. Planning and Zoning**
 - 4. Town Treasurer**
 - 5. Police**
 - 6. Town Clerk**
 - 7. Town Manager**

- B. APPROVE ACCOUNTS PAYABLE For Payment and Filing for May 2021**
- C. Approve substituting June 16th Special Meeting in Place of Regular Meeting June 17th, 2021 which will be cancelled by this motion**

Motion to Accept Consent Agenda as stated.

Motion by Vice Mayor Martinez

Second by Councilman Martinez

Councilman Bustamante YES
Councilman Adams YES
Councilman Ponce YES
Mayor Armenta YES

Councilman Brewer YES
Councilman Martinez YES
Vice Mayor Martinez YES

Motion Passed Vote 7-0

7. NEW BUSINESS

- A. Consideration and Possible Approval Clifton Larson Allen LLP Annual Contract for services to wit: Review of General Ledger and Transactions in Preparation for Required Annual Audit.**

A Sanchez Town Clerk- Since I arrived we have eliminated a great majority of the accounting staff that we had on board. But this is someone that we need, we definitely need to keep. These are the auditors, who help us at the end of the year to make sure that they present us in a positive light with the Auditor General's office. So, these people are very helpful. As a matter of fact, she has been acting on our behalf with the Auditor General and she called us today to notify us that we've received notice from the Auditor General's office today that they are officially going to recommend that their formal report will reflect that we have adequately taken care of all of the excise tax money that we owe, and that they're going to recommend that they release our excise tax funding that they've been holding. She's done a lot of work to help us get that straightened out the Auditor General's Office lobbying on our behalf.

Vice Mayor Martinez-Do we know when we'll be getting the audit report?

A Sanchez Town Clerk -Actually, the audit report is done. It is in the office, so if you want to come by and pick one up there.

Vice Mayor Martinez-We usually get one as soon as they're done all the council members usually get one.

J Schempf Town Manager-That is the one for 19-20 and today we spoke to Sandy and we're hoping to get 20-21 much earlier than we've been used to getting them in the past. So we're hoping to get them before the end of the year. And that would be good because, that helps to show how we're doing.

Motion to Accept Clifton Larson Allen LLP Annual Contract for services to wit: Review of General Ledger and Transactions in Preparation for Required Annual Audit.

Motion by Vice Mayor Martinez

Second by Councilman Martinez

Motion Passed Vote 7-0

- B. Consideration and Possible Approval of Waiver of Swim Fees Plus Donation of \$250.00 for July 4th Town Pool Event.**

Motion to Accept of Waiver of Swim Fees Plus Donation of \$250.00 for July 4th Town Pool Event.

Motion by Vice Mayor Martinez

Second by Councilman Martinez

Motion Passed Vote 7-0

- C. Consideration and Possible Approval of Issuing \$1.00 Off Coupons for Mammoth Residents Only to offset pool fees (Fiscal Impact estimated to be \$1500.00)**

A Sanchez Town Clerk- This was Vice Mayor Martinez's idea. I know that everyone was concerned about the cost. The fee was increased some time ago to \$3 and that the fee was a bit high given the economic situation here. So her idea was that we could issue a discount coupon for \$1 off with a discount coupon. We would give them one each month which they can use that throughout the month. And it would be for their family that live in their

household. It would only be for mammoth residents. I think it would give a little bit of an incentive to have more people come to the pool, we're spending the money on the chemicals and the lifeguards, we want people to come and enjoy themselves. We know the pool is not going to make money. We started too late to do anything about that. We're going to work on that in the future. But at this point, we want to make sure that people just get the enjoyment out of it since we're spending your tax dollars to run it.

Vice Mayor Martinez- I think it I honestly think it's a good idea just because especially with those schedules that came out the mammoth kids aren't going to get to swim that much at the pool. So, I think if we did something where we gave them kind of half off, then I think that that was an acceptable trade off.

A Sanchez Town Clerk - If you go to the website, those hours have actually been extended, so we're open every day except one day out of the week, the pool is open. That one day is Saturday, to leave that space open for pool parties.

Vice Mayor Martinez - you have opened swim not just for adults in the morning, but you have open swim every day Monday through Friday?

A Sanchez Town Clerk - Swim everyday not necessarily open swim, we have the adults swim four days a week. There's a morning swim that I think is three days a week from nine to 12 or 930 to 12 something like that more hours have been added.

Councilman Brewer- I would like to ask Mr. Cooper, if we were to approve this issue, the \$1 off coupon for Mammoth residence only. Is that gonna set us up for some kind of a Law suit for discrimination or something, because other people are not going to be allowed to get that?

S Cooper Attorney- The question was basically, can we give the town residents a break from outsiders? And could someone complain? Yes, somebody could complain. However, one of the things that you could argue that you're not discriminating , number one, residents of the town basically, pay property taxes, they pay sales taxes when they shop in the community. And our town because of the size, we don't have a lot of community events that help for seniors or the young people here, we just don't have the money to have a parks and recreation department or crew to basically have, you know, regulated softball facilities. And so, you can do that because of the fact that we are providing services to the communities that we would not ordinarily be apprised to it. And lastly, if we get enough people coming to the pool, you may get some people that say, you know what, I think I'm going to come again and may not have ever done it before, that they feel they have enjoyed and have had a good time. Plus, given how we know the weather is going to be, we might have a really big year with full attendance given the temperatures outside.

Motion to Approve Issuing \$1.50 Off Coupons for Mammoth Residents Only to offset pool fees (Fiscal Impact estimated to be \$1500.00)

Motion by Vice Mayor Martinez

Second by-NONE

Councilman Ponce-who's gonna handle this?

A Sanchez Town Clerk - I volunteered. I will be in charge.

Councilman Bustamante-Okay, are we okay? Because it's posted \$1.

Vice Mayor Martinez - it'll be like, one thing that they get. And they can use that coupon at the pool as many times as they want for residents of that house. So like you can't have your grandchildren in Oro Valley come down and use your home address to get into the pool. They have to have something from town hall (the coupon) showing that they do live here.

Bustamante- You're saying simply a discount coupon? I'm just asking because you mentioned \$1.50 and what the printed agenda says \$1. We're not in conflict by exceeding the motion. Is there any conflict with that?

Cooper-Okay, so the general rule is that you have a dollar amount and you try to stay with that, this really is not an expenditure, but is a discount. The better practice would have been to keep it at \$1. But if you want to do \$1.50, I don't believe that is going to be a significant problem, because we're not spending money. We're just basically adjusting the rate on there. And again, I think, I think staff pointed out to you, that they believe the fiscal impact maybe around \$1500 for the whole season.

A Sanchez Town Clerk -The reason we went with \$1 instead of \$1.50 was that it's easier, they don't have to make change. It just seemed to be a little more efficient to do \$1 or \$2. I think it is reasonable in Oro Valley their paying \$5.00, in Kearney, you're paying \$3.75, so I mean, I think \$2 is a good deal. Wwe have the punch cards and if you buy a punch card, it brings your discount down to under \$2.00 I don't think that extra 50 cents is going to really hurt anybody.

Vice Mayor Martinez -So they can use the discount coupon, in addition to their punch cards, you're going to give them the adjusted rate for the punch card.

A Sanchez Town Clerk- No, we will be keeping the discount coupons separate from the punch card.

Vice Mayor Martinez -So yeah, I still think \$1.50

S Cooper Attorney -And there was no second motion. So there needs to be a second. And, if there was a second you vote on it. If there's not a second, then you can make another motion. (There was no second to the original motion)

Motion to Approve Issuing \$1.00 Off Coupons for Mammoth Residents Only to offset pool fees (Fiscal Impact estimated to be \$1500.00)

Motion by Councilman Martinez

Second by Councilman Adams

Councilman Bustamante YES
Councilman Adams YES
Councilman Ponce YES
Mayor Armenta YES

Councilman Brewer YES
Councilman Martinez YES
Vice Mayor Martinez NO

Motion Passed Vote 6-1

D. Consideration and Possible Approval of Waiver of Rental Fees for One-Time Use of the Community Center for June 18th from 8AM to 10AM for Community Yoga and ~~Discuss Approval of Manager/Clerk documenting and approving minor fee waivers of \$150.00 or less.~~

Vice Mayor Martinez -I asked this to be put on the agenda because there is a lady in Oracle that goes through all the communities in the copper corridor. And they do yoga in the park. And it's free of charge for anybody. You can bring little ones, toddlers, adults, goats, if you want to do goat yoga, they welcome everybody. Obviously, we're not going to be bringing goats into the community center, it's going to be limited to just people. But they were asking if they could use somewhere in the town of Mammoth for their next one. The last one wasn't horrible. But with the heat and everything, we thought it might be better for them to try to do like a community center or something with air conditioning. And so I asked that this be placed on the agenda. To just give them the Center from 8 to 10 to do yoga on the 18th of July, they will be providing all of the mats and all of the stuff, they will clean up everything when they're done. They are going to have insurance waivers that they're able to provide to the town to show that the lady who does this, is licensed and bonded, she's got her own stuff. So there's no real liability to the town to allow them to do this here. And then they've asked is that if we do approve this tonight, if we could please direct staff to put this on the website, so that they can help get more Mammoth Residents to hopefully come, rather than just the people that have been following her around. She's just trying to get more people out and about doing things to try to get people a little more healthy and get them out of the house. COVID is kind of on a downhill slope.

A Sanchez Town Clerk - think it's a great idea. It's so hot out there, that we'll give people something to do where it's cool.

Vice Mayor Martinez -And then if she gets a big enough following, and she starts doing this every month, it may turn into something where she's able to just rent it from us. Depending on when they do it, especially since we have an indoor facility, we might end up making some money off this in the long run.

A Sanchez Town Clerk - If people follow her and they come here from other places, they're going to spend money.

Council motioned to strike ~~Discuss Approval of Manager/Clerk documenting and approving minor fee waivers of \$150.00 or less**~~ from the above Agenda Item and Set it for a future meeting.**

Motion to Approve Waiver of Rental Fees for One-Time Use of the Community Center for June 18th from 8AM to 10AM for Community Yoga.

Motion by Councilman Bustamante

Second by Councilman Ponce

Motion Passed Vote 7-0

E. Consideration and Possible Action to provide Housing or Remuneration for Police Officers that have Long Commutes.

J Schempf Town Manager-We're taking a look at this in the office. And we realize that there's more than one police officer that comes at distance. We did some other checking, and it's kind of limited to the police department. I don't see anybody in any other departments. One of the suggestions that I think makes sense, and I brought and handed out information on this. We could put an RV trailer right behind the town hall, hooked up to town utilities. I have one that I handed out here, it's got room in there actually for five people. There's four bunk beds and queen bed, so that if we have more that wanted to stay over, or if we needed it for a situation where we had a need for any emergency situation, it would be available. The cost of this particular one is \$12,000. And it's been depreciated. So if we keep it up and we decide in a couple of years, we don't need it, we can get most of that back. It's something we could do literally next week. If so, we decided that it was at least worth discussing. Angie has also looked at a room in their building already, which maybe we could put a shower in and use that as well. Either way, the problem with that one is that it is not going to happen right away. This one, as I said, we can literally get it here next week. But it is just a suggestion.

A Sanchez Town Clerk-John and I talked about this. And we think it's a great idea that the council wants to help out the officers. Because, we are having trouble retaining officers, especially for those 12 hour shifts. I think that this is something that we need to address. But we could spend \$4,000 now, on a one time, quick fix. But if we were providing housing, if we could come up with a situation where we spend a little bit more money and provide some housing, in the long run, it's not just going to help one employee, it's going to help all of us in the long run, and it's going to help us retain officers. It's going to be something that will help us bring more officers here.

Vice Mayor Martinez-Can we hear from the chief because we had discussed when we approved his salary last month that we were going to discuss giving him a sign on bonus to help him cover his expenses for doing just that. We would like to hear what his thoughts are on that. Are we not doing that anymore?

A Sanchez Town Clerk-The reason that we decided that maybe we should do it a little bit different on the agenda was because we got a little pushback from other staff. They asked, what about us, we drive to. So we wanted to give you guys some options and not have just one option. So that's the reason that it's like this.

Chief Muller- Aside from the signing bonus, whether it's an RV, or it's actually a room in a building somewhere. One thing that's huge, and is a problem, as far as retaining officers in our PD. But, it goes beyond the retention. It's the recruitment alone, geographically, for applicant pool, we're just not going to get qualified applicants, and we're not going to get a lot of them. Once in a blue moon, somebody comes through. And typically when we get applicants there for reserved positions, a lot of retired guys, who are just looking for a place that they can continue to be able to have their certification and work off duty jobs in the valley or in Tucson. And they come in and they do their 16 hours a month. And it helps to have those people. But there's not a consistency with your officers that you have working the road, you're not going to see the same officers on a regular basis in the neighborhoods. So this is a benefit that is needed for the town. And if we're going to grow this police department, and we're going to be self-sustained, which is something I'd like to do. We've already adjusted the schedule thing, thankfully, that now County Sheriff's Office has helped us out, they stepped up and said, Okay, if you guys are going to cover these peak hours that you were able to figure out between 10am and 10pm, this is the majority of where our calls for service are, then we'll go ahead and we'll help you out with the rest. And I don't know how long we're going to be able to maintain that relationship with them. I mean, we have a good relationship. But are they going to carry that burden for a long time? I'd like to be able to have us get on track where we can, fix our own problems. I just hired one officer today actually, we finally finished the background. And he's coming from Chandler. And I mentioned that this was something we were working on. And he seemed like he was pretty enthused about not having to make that commute all the time. And if he's tired, he can get some rest. And it's not that bad. I've done it before. I've done it in other places. Now, I packed the bag and I stayed my work week and I actually felt rested, I was able to get through the shift without being tired. That's another thing we need to be concerned about. I know we don't have a lot of serious crimes here that often. I mean, there's been a couple of things recently that we've had to deal with. You never know when one of my officers is going to be in a fight for their life. And for me, I'm a working chief, I work on the road too. So, you could have just that one person come into your town on the highway that has warrants for murder and you know, it turns into a serious incident and you don't want a tired officer, that we're having to bury because they just weren't rested enough and had they had the opportunity to get some rest it maybe would be a different outcome. Okay. So those are my concerns with it. I think it's needed. I've sucked it up for a while doing it. I've made the commute but, it's hard to do. This is something that would be definitely helpful for us. So that's my two cents. I know I got a little long winded there.

Vice Mayor Martinez-And so I have a question. So you said that you guys would be able to get something like this one right here that we're seeing now within a couple of weeks. So could we potentially do something like this, and

then do maybe like \$1,000 signing bonus, but not payable until the end of July, since we did promise, basically, that we were going to be looking at a signing bonus for him?

A Sanchez Town Clerk-If the council wants to do that, that's within our power. We just thought that with our situation, we didn't want to give a \$4,000 bonus that we could use somewhere else, and then have that tie our hands to be able to do something long term for the town and our employees. So, that's definitely do-able. So it's up to the Council on what you want to do.

Councilman Brewer-there is no word in the agenda item for discussion today about sign on bonuses.

Vice Mayor Martinez-you didn't come to that meeting. It was in the minutes, if you read the minutes then you know that we discussed looking at the possibility of a sign on bonus. It was part of setting his salary.

Councilman Bustamante- Mayor, the way I understand what we have approved, the item was base salary and that's all we acted on the last the last meeting was just agreeing to a base salary figure. And anything else, the other discussion about a sign on bonus, was not on the agenda. So we actually could not entertain that discussion. And I brought that up so that we would be within the point of order.

Councilman Brewer-Don't get me wrong. We had the money coming out our ears. Every one of these guys would be getting a signing bonus. But, it's just not in the books. I think realistically we can't do it, we just can't do it.

Vice Mayor Martinez-it was in the minutes that we were going to look at doing that. And the other thing is we're looking at giving every other employee in the town will raise right now, I'm not sure if you're aware of that Mr. Brewer, but they are looking at giving every other employee in the town a raise. He's taking over as a Chief and saving us money because he's a full time officer. We would have had to pay, had we hired the other candidate, at least 89,000 a year, so you're already saving money just by promoting from within and going with what we have. I don't think saying we'll get housing for the entire police department is wrong. So we're not having to pay for wasted background checks, drug tests, physical, all of the other things that we're having to pay and giving him \$1,000 sign on bonus to stay here as our chief, I don't see where that's breaking the bank because we would have spent \$89,000. Have you had to go another route?

Councilman Adams-First and foremost. Any town council is only as good as their word... We told him we would do this, now we need to find the money. We told him that we would do it, we ought to do it. Thank you.

Councilman Ponce-From what I understand from the media we have is the chief would take whatever we offer him \$60,000 and bonus data. Just stay with it, because I guess we'll work something out where we can do this.

Vice Mayor Martinez-I was going to tell you if you just look at the minutes.

Town Recorder- it states motion is to employ Chief Muller as a full time salary employee at \$60,000 annual salary and direct staff to place our next meeting agenda, a \$4,000 signing bonus for possible approval.

Vice Mayor Martinez-So we did have several discussions on it. And we could not act on it because it wasn't listed on there. But we did discuss giving him that signing bonus for providing housing, I don't think it's like, going to break the bank if we do \$1,000. And if we push it until July, so we're not paying it like right now in this fiscal year. We're paying it at the end of July. And it's not going to hurt us to try to come up with that, especially when you're looking at giving every other employee help, and you're looking at giving them retirement.

A Sanchez Town Clerk-Okay, can I add a correction to that because we aren't giving all employees raises, all employees did not get raises. What we did was, we looked at the people who we have, dispatchers who make \$13 an hour. That's 50 cents more than our part time lifeguards make, their teenagers. That's why we can't keep dispatchers, so we did increase the pay for dispatchers. That's true. And then public works. I don't know why. But we were randomly giving raises to only a few a certain people. So we brought the others up to where they should be, there were like, five of them that were given \$1 an hour raise, and three were left out, we don't know why those three were left out. But we brought those three up to where they should be with everyone. So that we have a level playing field. And that's all, so we didn't give raises across the board, no admin staff got raises, the officers didn't get raises, no supervisors got raises. So just to make sure that you know that's not what happened.

Vice Mayor Martinez-But every employee is getting insurance and retirement.

A Sanchez Town Clerk-That is true. That is something that we were able to do in this budget because we let go two Public Works employees. And because we are getting extra grant money, we were able to manage to move some general fund monies around so that we would be able to do this. That's another reason we can't retain employees, because we don't offer health insurance and we don't offer any retirement, we're going to have someone who's worked with us for however many years and he's going to leave here, had he not be a police officer, he would leave with no retirement. And I don't know any other town that doesn't have retirement, actually I'm not sure how we get away with not doing it. But, I think that's important. I don't think we should get rid of that. But we have another meeting coming June 30th, to approve the final budget. If we put it on the agenda for June 30, it can be effective July 1. It falls into the next fiscal year and we can afford to do it then. That's completely up to the Council on what you

want to do, I just want to make it clear that they did not give raises across the board we just brought up people where they were supposed to be.

Councilman Bustamante-But if I may, for a little bit more clarification, the base salary was approved at one meeting, by one action, one motion, and one vote. Any other goodies, I see that they can come up again, and be placed on the agenda, for the next meeting and acted on separately. So that would be the course that I would like to go.

Vice Mayor Martinez-And that's was the staff direction, they were directed to put that on this agenda.

A Sanchez Town Clerk-That was our error, because the discussion was that it was to compensate him for his travel, because we didn't have facilities for them to stay. So that why it was on here like that. So that's clearly our fault. So we can certainly add it back if you want to do an agenda action for it or at your direction we'll put it on the next agenda for the 30th. And the council can act on it then.

Vice Mayor Martinez-I guess I should, before I make a motion, the other concerns that I've had with you doing this. You're gonna park it down at the town hall, you do understand that, doing it this way, you are required to according to Arizona state law, you are required to keep that tagged and licensed. And you are also required to keep an automobile insurance as well as some type of homeowner's insurance policy because it is a travel trailer, not a mobile. So, you are aware there is going to be additional insurance costs involved with doing this. And we have sewer hookups that they can come in to where you plan on putting in sewer hookups?

J Schempf Town Manager-we know sewer is there. But there is no hookup. We also know there's water that is readily available.

Vice Mayor Martinez-So we would have to do a sewer hookup. Is that something that public works can just put an order in for and do? And do you think \$12,000 would cover the cost of doing this?

S Cooper Attorney-Mayor, Council Members, because it's not an expenditure listed there, I would feel a lot more comfortable if you directed staff to do this for the agenda on the 30th, which is essentially two weeks. So that basically they can have something in writing for you to approve that expenditure, to purchase that unit, for that certain amount, and then we'll have it posted. Also, if you're going to give a stipend to the employees, for new hires giving \$1,000. Think about how long they should have to stay here to get that \$1,000. Because if you give it to them on Monday, and they quit on Fridays we're not going to know.

Vice Mayor Martinez-So this one that you were looking at my next question then, based on that would this one that you were looking at right here is \$12,000? Is that something that is like a bid at an auction? Or is that something that you found this particular one in an offer, which is a website for cars and everything. And that is the bottom line?

A. Sanchez Town Clerk-I believe for \$12,000. So for \$12,000 we can get a decent one.

J Schempf Town Manager-we can get something that's a good price, we have about 5 here to look at.

Vice Mayor Martinez-So then could we could we motion to authorize John and Angie to procure (interruptions) can we do something like that to direct them to start the practice of getting housing?

S Cooper Attorney-You can direct him to do that. And then you could approve it at the June 30. Meeting. It appears that this is going to be you know it's going to happen. It's going to go there. You could authorize him to make that purchase, but we would need to ratify it at the June meeting. I feel a lot more comfortable if we had a specific agenda item authorize approval of the purchase of model session X dollars. Mayor, I don't think you need to have a motion on it. If you've corrected steps to do it. It will be done.

Motion is to Table this it and Direct Staff to Consider the purchase of temporary housing and the stipend and to relay that information to Council at the June 30, 2021 Meeting.

Vote 7-0

F. Discussion of Water Conservation Needs and Possible Future Council Actions to Encourage:

- 1. Policy/Requirement to Install Low Flow Faucets and Fixtures.**
- 2. Policy/Requirement to Return Grass Areas to Desert Landscape (Sand and Gravel)**
- 3. Other Ideas?**

J Schempf Town Manager-This is a courtesy of Councilmember Bustamante. And I do agree that Arizona has to look at water conservation and we're part of Arizona. The only thing I would say, is that if we do look at having policies for this, then we need to adhere to them as well. We have a town, and there are expenses. But there's some payback. We are paying for water too. So if we can save water, we don't spend so much buying water. But it's hard

to enforce somebody having a low flow fixture when we don't have it ourselves. So I just wanted to mention that there may be some costs associated with it. As far as the desert landscape, you know, that's the one that I know you are specifically thinking about is the triangle island on the way in with the palm trees. We can still water the palms and not have to water the grass.

Councilman Bustamante-Yeah, that's basically what it is, there's areas of greenery that we don't need, let's go to a desert landscape, low maintenance, whatever we save in gallons, you know. Like the island coming in that's, you know, its desert. You can't have grass everywhere. We should try to do that, we have a nice Island in front of the Town Hall right there on the corner. It's a nice landscaped area with pavers that take the place of the grass, let's use this as a plan. We need to make everybody aware that this is a sizable area to look for water. And if you didn't have to water it would just be a savings to us in the town.

Vice Mayor Martinez-Do you have any idea any what it would be if we were to, I can think the biggest water that I can think of that the town has is the ball fields. The senior field has only dirt, there's been no grass up there forever. During Little League season, we've had to have the fire department come and hose the whole thing down because the dirt was so bad. But the Little League and Softball fields both have grass. And they're both being watered at least several times a week. I go there all the time, and they're constantly being watered, it looks really nice, by the way. But if we're talking about conserving water, we could possibly look at watering those fields maybe once a week for a little while, but then the tradeoff that you'd have is when it comes time for little league and softball next year, then the town's gonna have to do something to help, like reseed the field in order to grow that grass back. So, I don't know that there would be much cost paid out there. But I mean, if there was something like that, it might be something that the town might want to look at doing because I know that we've used a lot to water though.

A Sanchez Town Clerk-The other thing we could do is requirements of the low flow faucets, we can add that to new construction. So, any new construction would require that when a new business comes in or somebody comes in and remodels a house in order for them to get their permit, we could require that. It would be a way that we could we could start to make some progress in that direction.

J Schempf Town Manager-Do we need to keep both fields green?

Vice Mayor Martinez-Yeah, so the little league field is a completely different organization from softball. They are completely separate, softball has its own field that they play on to follow Softball Specs. Little League has its own field with its Specs, but they're not the same by any stretch of the imagination. So, like even if you go down to like Oro Valley, they have designated baseball fields and designated softball fields, the mound sizes are different, bases are different. So all of that's different. Little League and Softball are done by different organizations when they need to use different fields. Because you'll have Little League games going on, like in San Manuel, up there where the old backdrop used to be up in the upper part, you'll have the baseball game going on at the lower field. And then at the upper field, you'll have them playing softball, there are two separate distinct fields, and there's honestly is a lot better than ours, but they're dealing with the county budget because they're part of the school district. So the county take care of those. Whereas we have to take care of ourselves

Councilman Bustamante-That's basically it you know. I can't see why that north island is watered, just go to a desert landscape and pavers and it will look just as nice. It's a savings, eliminated water costs. Maybe conservation measures with the water, people have to be reminded about the water, maybe later on have a continuing discussion.

Vice Mayor Martinez-And even if you come back from the watering, like every couple of days, I can tell you with the Little League, you really don't have to water that four times a week because honestly, in the past, they let it get watered about once a month during the offseason. And then when it hits like February, March, they start watering every day to get it back green. Entirely need of all new sod anyway. Little League just hasn't had the money to try to do it. We knew the town didn't have the money. But I mean, if we had to do something like that, which could definitely be done. And I'm sure it could be the same with Softball. But, you wouldn't want to stop watering them all together unless you had plans to help try and bring it back next year with new seed.

And honestly Little League and Softball aren't going to start anything down there on either one of those fields this year because we couldn't get field approved through the council with everything being shut down to the COVID this year. So the earliest the town would be looking at actually having people back down there doing those kinds of things, isn't going to be until most likely next year in like February, they'll probably come in for asking for fields again. I mean, with the exception of a softball tournament for a fundraiser, you're not really going to have very much going on there. So you probably could legitimately cut back the watering. I wouldn't cut it out completely, but you could probably cut back the water and I'm not just enough to keep it alive right now. The other thing I was going to suggest is up here at the cemetery, right here by the miners memorial, I'm constantly stopping on my way home, the

kids go up there and they drink water and then jam that faucet on and the water will just be shooting up in the sky. There's nobody around nowhere. Now I know what it is now so I just turn it off. But we might want to lock that out. Because I mean obviously the kids are just using it to play in the water. So that might save some water there.

- G. Discuss and Approve Re-establishing the Dormant Parks and Rec committee as the New Arts, Leisure, Promotional, Cultural, Parks, Recreational, Sports, mental and Physical Fitness and Health, Festival etc.... Commission Board/Organization with Council, staff and citizen representatives and a budget.**

J Schempf Town Manager-I think what Councilman Bustamante is looking at is that we don't have Parks and Rec. And he has some ideas of how to expand that. And perhaps turn it into something that covers more than just Parks and Rec and may even get to the point where it can be doing things not only for our citizens, but for the area. And it might get to the point where we're charging admission. There might be some feedback, but I'll leave it up to you.

Councilman Bustamante-What it is I was thinking in the line of the parks and recreational activity, promotion, art and culture there. But with intramural activities, the fitness trail, Night Court basketball, one issue is that the way the courts need to be brought back into the park picture. You can start with one, and it was suggested that the nets be metal instead of the cloth because they wear out more slowly and get our courts back in shape. Also, you have some random remnants of an old fitness trail. A balanced beam that needs some repair and some monkey bars, a chin up bar. I also added if you see what I some of the things that I mentioned was a soapbox derby, very popular. But promotion is also because if you're going to have art, culture and music, you have new, festivities. Those are things which I believe they go on their own momentum once it started. And of course, maybe outdoor cover art. There's a couple of places where we could have a kids put up a mural just round up to kids and say hey what do you guys want paint, these activities could be year round, because once your pool season is done, basketball is year round. Your fitness trail is always going to be here. Even your horseshoe pits. It's easy to have horseshoe and it's big within the town. So it's basically bodies and commission to have some type of get your ideas together for brainstorming. I'm thinking that Parks and Recreation could just look at every part culture, intramural sports, maybe that would cover everything we just said.

Vice Mayor Martinez-Could we combine that with the Fiesta Committee

A Sanchez Town Clerk-I think that'd be a great idea because we're already struggling to get volunteers for planning and zoning. So if you already have a committee that we can combine, so yeah.

J Schempf Town Manager- I think it is worth exploring. Most towns our size managed to put together some kind of a parks and rec department. We're just finally figuring out how to fund public works. And the next challenge is, it would be nice to have a budget for Parks and Rec, and we can talk about basketball, fields, and what have you. But I like the idea that we are at least start to think about a structure and how we want to do it. Yeah, maybe a workshop or something, some gathering and kick it around a bit.

Motion is to Create Commission for Parks and Rec and install Councilman Bustamante as Committee Representative.

**Motion by Councilman Brewer
Motion Passed Vote 7-0**

Second by Vice Mayor Martinez

- 9. Mayor and Council Comments (No comments at this time)**
- 10. Executive Session: To Receive Legal Advice on Open Meeting Law, Executive Sessions and Appropriate Conduct at Council Meetings**
A.R.S. § 38-431.03(A)(1),(3),(4) and (7) for legal advice for any Agenda Item above.

EXECUTIVE SESSION MINUTES

June 16, 2021

Meeting called to order at 8:17 p.m. at Mammoth Community Center located at 101 W. 5th Street, Mammoth, Arizona.

Present for the Executive Session were Mayor Armenta, Vice Mayor Martinez, Councilmember Bustamante, Councilmember Brewer, Councilmember Martinez and Councilmember Ponce. Staff present were Stephen R. Cooper, Town Attorney.

The Admonition on Executive Session was given by the Town Attorney.

Legal advice was given by the Town Attorney on the following matters:

1. Open Meeting laws.
2. Executive Session laws.
3. Council conduct at Meetings as it relates to discussion and action on Agenda items.
4. Legal counsel addressing questions from the Council as to these items.

The Executive Session was adjourned at 8:35 p.m.

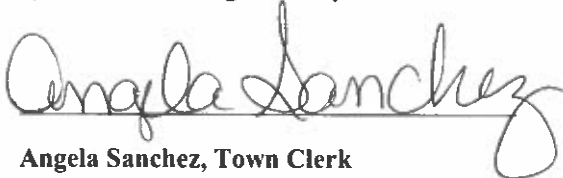
Minutes submitted by:

STEPHEN R. COOPER, Town Attorney

10. Adjourn

Motion is to adjourn meeting at 8:35 PM

I certify that the preceding is a true and correct copy of the Town of Mammoth Council Meeting held June 16, 2021. I further certify that the meeting was duly called and held.


Angela Sanchez, Town Clerk

**TOWN OF MAMMOTH
MINUTES OF A PUBLIC HEARING
AND SPECIAL MEETING
OF THE MAMMOTH TOWN COUNCIL
JUNE 30, 2021**

**These are the Minutes of a Public Hearing and Special Meeting held by
The Mammoth Town Council
On June 30, 2021 pursuant to the notice required by Law.**

Due to the COVID-19 Virus and our efforts to slow the spread, and to keep all members and attendees safe in this time of crisis. We require that all those in attendance are Masked and adhering to Social Distancing Measures.

- 1. CALL TO ORDER – This meeting was called to order at 6:00 PM Mayor Armenta.**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**

PRESENT MEMBERS

Mayor Armenta
Vice Mayor Martinez
~~Councilman Bustamante~~
Councilman Martinez
~~Councilman Adams~~
Councilman Brewer
Councilman Ponce

PRESENT STAFF

Attorney S Cooper
Town Manager J. Schempf
Town Clerk A. Sanchez
Police Chief Mueller
~~Town Recorder S. Christiansen~~

ABSENT MEMBERS

~~Councilman Adams~~
~~Councilman Bustamante~~

Councilman Adams provided written notice that he would be unable to appear and has been excused, Councilman Bustamante is also excused and has called in, and both are excused by the Council for the meeting of June 30, 2021.

Agreement by Council to have a Special Meeting Presentation concerning the Bowman (Engineers) Update on July 15, 2021 at 6 PM. Also to Schedule the Regular Meeting for July 22, 2021 at 7PM Requested by Mayor Armenta.

4. CALL TO THE PUBLIC

A public body may make an open call to the public during a public meeting subject to a three minute limitation to allow individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of the call to the public individual members of the public body may respond to criticism made by those who address the public body. They may ask staff to review a matter or have the matter be put on a future agenda. However members of the public body shall not discuss or take legal action on matters raised during an open call to the public.

There was no one registered for Call to the Public.

Opening of Public Hearing on 2021-2022 Budget at 6:17PM

A Sanchez Town Clerk- Everyone should have a copy of the PowerPoint. When we're done, if you have questions, I'd be happy to answer them at the end. I wanted to start out this by talking about the FY 2020 audit, and go over that for a second, it would give you a better picture of where we are with our current budget. If you would go to Page Six of your bound copy of your audit, you will notice that this is the last fiscal year, FY 2020. The FY 2020 audit, that audit reflects a negative general fund balance of (\$355,038). It also references, a general fund owed to HURF of \$818,868. The general fund owed excise tax in the amount of \$237,275. Please see PAGE 10 for the water/sewer. At the very bottom of the page where it says net position, you'll see there in parentheses (\$748,350), that's the water fund negative. The sewer fund was positive \$273,656, the sanitation fund was positive \$204,853. And the cemetery fund was negative (\$163,484). For a total of negative (\$433,325). The reason I tell you this is to show you that things are much better. The good news is that we heard from the Auditor General's office, they have completed the audit of our excise tax, and have deemed our balance to be ZERO. They've agreed to and recommend that our excise tax monies be released. That is excellent news. It was about just paperwork and arguing our position. There's going to be an invoice from our forensic accountant for about \$5,000. But we gained over \$300,000 in that. She helped a lot and we worked together. We were able to negotiate our way out of that entire full balance. That was a six-year debt, the Auditor General told us in our meeting with them, that he has been here six years, and that we have been in debt to excise tax for the whole entire time he's been in his position. In addition, there's something called the Mammoth Rule and it has to do with expenditures and misuse of funds which in the Arizona law. It's unfortunate, but he said that this is the first time that they have seen the Town of Mammoth out of excise tax debt and in a bright light. We are going to get an article on the Miner, because they said that we will probably have to appear before the legislature. It's that big. Two weeks ago, we still owed \$189,000 in excise tax, but we informed them that we are not going to accept that. We fought for every single penny and we got it. He said, No one has ever fought for Mammoth the way we had this year and that's the reason that we're in the position we're in. He said he just didn't get any cooperation. That's why the hole just kept getting deeper and deeper. No cooperation on this side of the table. Also, at the start of the year we owe HURF \$818,868. And we were able to negotiate that down by \$123,000. So now our HURF debt was \$818,868 and it's now \$695,427. Not only did we get rid of \$237,000 worth of excise tax, but we also knocked out \$123,000 in HURF debt. You'll see in our budget that we have budgeted a payment they put us on a payment plan of \$45,000 a year and anything extra we have we will apply to HURF. The Town made an agreement to pay, and then couldn't pay it or didn't pay it which is what got us in the situation we were in where they were holding our funds. I just wanted you to know that we started this year in a in a huge hole. But we have been able to dig ourselves out of over \$300,000 worth. We are working towards a positive fund balance, so when they ask what the Clerk is doing you can explain. Now I'm going to move on to the budget. I just want to talk about revenues. I wanted to focus on food tax and property tax, this budget reflects a decrease in our food tax from 4% to 2%, which the Council you asked for. It also reflects a slight decrease in property tax revenues. There's no change in the property tax rate, it remained the same last year it went up but it did not go up this year, it stayed the same, we did not increase our property tax, but the property values did go down. So, the overall property tax revenues are decreased by a very small amount and went from \$51,586 to \$51,544. Reducing the food tax is a very long process. It probably won't go into effect until November. We have to finalize the budget, then we start working towards getting that tax reduced. I'll be schooled on the process. So next fiscal year, when we get ready to get rid of the rest of that 2%, I'll be able to expedite that process.

There was a comment concerning the Senate actions and Flat Tax.

A Sanchez Town Clerk- With regards to the flat tax, we are going to take a small hit for it. The good news is that the American Recovery monies came in a little higher than what we expected. So, I think we'll be okay, we have lots of grant money. The legislature changed the allocation calculation to the cities. So, it will be less of an impact on the cities. So it did pass, and it is going to impact us, just not as bad as we thought it was going to.

J Schempf Town Manager-The way it is set up now, we won't actually see it until about three years from now.

A Sanchez Town Clerk-By the time that happens, we're going to hopefully have our HURF paid off, and we'll be in good shape. Next, I want to do a budget overview to let you know where we're at. The general fund expenditures and revenues were balanced at \$1,360,461. That includes contingency reserve of \$174,406. That's our emergency money in case something happens. And I'm going to protect that contingency. That money we hope to use to buy down that \$355,000. This year we are making sure we don't spend anything we don't have to, so that whatever we have in excess we can put towards the deficit. I think that by the end of this coming fiscal year, we'll be able to wipe that negative general fund debt away. This also includes a transfer over \$45,000 to cover our payment to HURF. It

includes insurance and retirement for employees so that we can maintain our employees because turnover cost money. We are offering insurance by allotting each full-time employee \$200 per pay period, towards insurance. It will cost them a little bit, they will have to contribute some, but we will be contributing to help cover insurance for our employees, which is important. We have employees that don't come to work, and we can't ask them for a doctor's excuse, because they don't have insurance. We can't keep people if we don't pay a decent wage, and we don't provide them insurance. Also, we should be participating in the State Retirement, it doesn't cost much and that's another way to retain employees. We pay for retirement for our police department, but the rest of our employees are just out in the cold. We're not paying anything to anybody except the insurance carrier. So the insurance carrier and we're negotiating with them right now. We're working with Blue Cross Blue Shield, and Cigna, whoever comes in with the lowest bid is the one we're going to go with. Everyone's participating in the State Retirement because all full-time employees should. Next, we wanted to let you know that we did do a reduction in force, we reduced our force by three positions. This helps with salaries and those three positions made up the difference of the insurance and the State Retirement. This reduction, were two full time and one part time from public works and one part time from police dispatch resulting from scheduling changes. Two people left and we didn't replace them.

Next, we moved quite a bit of expenses from the water fund to the general fund, because as you saw the water fund was negative \$700,000 and I believe that it was because the water fund was top heavy. They were putting everything in water fund, I think that's just an old habit. This was causing the water fund to be not only over budget, but we didn't really know, what our water fund is costing us. We don't know, if we should raise rates, we don't know if we should lower rates because everything was piled into the water fund. So, we moved a lot of expenses, which we didn't feel were necessary in the water fund out. We're going to evaluate it this coming fiscal year and see what else we can move out and into other places.

The question was raised concerning the past water rate increase not needing to be applied if this was the case.

A Sanchez Town Clerk- I've heard that there was 100% increase before in water rates, but I looked at the rates and I don't know where that came from, because I when I looked over the books, to me, it didn't look like a 100% increase, it looks more like a 22% increase was calculated. Even if you could increase the water rates by 500% you wouldn't be able to balance that water fund the way it was set up. I don't think was an accounting error. I think it was that's the way the budget was set up, I believe because there was no input from staff.

We have it close to balanced, we did have to schedule some transfer out from the from the sewer Fund. As we evaluate and watch expenses, we will be able to see over time. I think there was a lot of things contributing to why the water fund is the way it was. We also created a better list of accounts so that we can divide things out and better track expenses and so that we can account for things. The last thing is we were able to put \$5,000 into planning and zoning for community cleanups, and for enforcement, so that we can get this town cleaned up, our property values are dropping like crazy and we need to do something. I think this \$5,000 is going to go a long way to helping us clean up the town. The planning zoning board, which I'm assisting with, we created a review form. We are going to divide up the town and start assessing every single property that either had or has violations and what they are or if there's no violation. What we want to know is how many empty buildings, how many empty houses we have? How many need cleanup? How many are health hazards? What can we do to get these things cleaned up? If there's a fire hazards with brush. We're evaluating everything, and we're going to prioritize them and start with the worst, get them out of the way a little bit at a time and then move on to the next until we until we get through the whole list.

We're reviewing our planning and zoning ordinances. I have made contact with a couple of people, one person in particular who works for the county as planning and zoning inspector and she's been there for over 25 years. She knows her stuff. She lives in this area just outside of mammoth. We think that she would be ideal, it would only be one day a month We're going to have big cleanup days. Yes, yes, we're working on doing a community cleanup at the end of August.

J Schempf Town Manager-We're hoping it is more than one day, we're going to try to pick up tires one day, and metal scrap, the next you know might be a week later maybe or something and then you know big clean up with everybody and get the rest of the brush and everything.

A Sanchez Town Clerk- Just to give you an idea of where we're at as far as percentage of general fund 14% of the general fund is attributed to public works. What we did was we took the parks and recreations and we turn parks into public works, because basically it's public works responsibility, so we combined the parks and public works together and we moved some of those some of those expenses from the water into public works. Legal Services is 3%. The

magistrate is 2.7% the library's 4% planning and zoning is .2%. The mayor and council is .1% administration is 30%. And the police department is 46% of the general fund budget. Next is salaries, for all of the funds, because we have salaries spread out between the water, sewer, administration, magistrate, in administration, our utility clerk, part of her salary comes out of the water department because she does work for them. Some of the public works comes out of excise tax, water, and sewer department. The salaries 15% of the overall salary budget, comes from the water department was attributed to water, 13% to sewer, 12% to administration, 2% to magistrate, 7% to HURF and Excise Tax, we needed to be very, very careful about what we attribute as far as salaries to excise tax. We've reduced that, it was 22% and we reduced it to seven, 8% for Public Works, 4% for library, and 39% for the police department.

Finally, I wanted to address this specifically, the grant fund revenues are, we started out with the water grant that is \$7.4 million, and we have budgeted \$3 million of that, if it's released, we have not received that money yet. So anyone who asked what happened to the \$7 million, nobody spent it. We have not received it yet. Literally it's not available for us to get yet. So, that \$7 million is still there. The American Recovery Act, which is the COVID monies that we're getting from the federal government that's \$250,000 this year and \$250,000 next year, which can be used for a variety of things. We can use it to reimburse the general fund for the salaries for the employees who we paid them when they were out for COVID. We can use that for all of the utilities that the back utilities that we're left unpaid, due to COVID. We did get funds from CAHRA and we received the final payment, of \$1200.

There were a lot of people who just didn't even bother to respond. This money allows us to recoup those losses as well, for people didn't pay because of COVID. We stopped charging late fees, and we stopped shutting people off so their bill just increased and increase. CDBG, funds of \$385,000 for parks because a portion of that is to go for park lighting and to upgrade our parks. There is a portion that for water to upgrade the water system.

The next is a congressional direct spending, we have \$140,000 for two F-150 pickup trucks, new, for our police department, and we need those desperately. We are close to getting that grant. I'm going to be contacting each of you and asking you to write a letter in support of that grant.

Vice Mayor Martinez-I put a reminder out, and I just stated that they need to educate themselves before they run around and spread rumors. And attending the meeting and hearing firsthand is how they educate themselves, and then they can walk around and spread out the truth.

A Sanchez Town Clerk- Senator Kelly is directly over this congressional spending. Next is the one million dollars for the school project. Which is from that same direct congressional funding we asked for a million dollars to purchase the school and rehab the school. Next is \$1,000 grant for library, \$1,000 grant for a police department, they're both working hard on. Then we have \$1.5 million that we have set aside, we budgeted in case we get it. If you don't budget for it, you can't spend it if it comes in. So, that's just, extra COVID money, whatever's out there, we're still looking for grants.

Vice Mayor Martinez-So, do we know when we expect to hear back on the school project.

A Sanchez Town Clerk-They should be making a decision by the end of July, the first of August, we should know about that. And then the American Recovery money, should fall in our account any day, we just got the approval letter. So, we should be getting that \$250,000 very soon. And then finally, I just wanted to mention that our total grants, we have been working hard, both John and I for grants this year, and our total is \$6,277,000. In grants. That's more than the last 10 years put together, except for the \$7 million, Do you have any questions?

Councilman Brewer-I do actually. I see that you saved a town a lot of money, how much you actually did you save us in excise tax and HURF, and all that?

A Sanchez Town Clerk-That was over \$300,000 that we were able to save. And I'm not going to take full responsibility for that because our accountant, Sandy is amazing. Every time I called her and said, you know, this isn't good enough. We need to do more. We need to find more. There has to be more and more digging through paperwork. Every time I call her she was right there ready to help, she is amazing. It's Sandy from Clifton Larson.

Councilman Brewer-So, you saved us all that money, what is this going to accomplish?

A Sanchez Town Clerk-The actual audit is already paid for, but Sandy, we just got her bill the other day and its \$5,000. So, we were spending \$30,000 for accounting services, and this year we budgeted \$10,000 and that \$5,000 is part of us already together cleaning up the GL. So we're I don't even think we're gonna hit 10,000 this fiscal year for accounting.

Vice Mayor Martinez-Police Department budget, and I didn't see anything in here for vehicles, I could see that we have capital outlay equipment, and you put down \$12,000 for this upcoming fiscal year, but it's going to cost a lot more than \$12,000. Right?

A Sanchez Town Clerk-\$12,000, I am trying to direct us away from leasing vehicles. I don't think that the leases the way to go, because it started out sounding great. And then they decided that we needed to purchase more vehicles because it needed to be a fleet. It became something that we just could not afford. So we moved away from the leasing idea where we're kind of putting all of our eggs in the grant basket, but we did budget \$12,000 for capital expenses in the Police Dept. I know is not a lot. But hopefully we'll be able to use that to purchase some vehicles from other cities, other towns, the county, it'll give us some extra money to hopefully purchase or rehab what we already have. We do have contingency if we absolutely have to use it, we can. But we're going to do the best we can to get those two new vehicles, we will use part of that \$12,000, to rehab the quarters for the police department and to buy a utility shed to put all the records and the evidence locker in.

Questions concerning the purchase of police vehicles?

A Sanchez Town Clerk-So, we're still waiting to hear from them. We might get some money from them as well. So, we've also asked for a police vehicle, a new police vehicle from them as well.

Vice Mayor Martinez-So if we don't get the grant for the police department, that is still going to be okay?

A Sanchez Town Clerk- Unfortunately, we don't have the money to buy a new vehicle that's about \$70,000 fully loaded for the police department. So given our financial situation, if these two grants don't come in, then we're gonna have to look for used vehicles until we dig ourselves out of this HURF and our negative general fund and then we can look at purchasing vehicles. To get new vehicles, it's going to have to come from grants. Which is why we are fighting for that for that congressional grant. So, we really need those letters. And we need to shut that lady down.

Vice Mayor Martinez-Are we going to go ahead and do the auction on the Hummer, and the other vehicles that we have down there to try to get some extra money to throw towards the police vehicles? And I know we keep talking about it.

A Sanchez Town Clerk-We are working on that. Our issue is that we're trying to locate titles for all of these vehicles. Okay, and right now, that's our biggest issue. That's our biggest hurdle. We have to have titles in order to sell these at auction. And we've only found two or three titles. That's what we have to do, we're gonna have to get an abandoned title or file a request a new title. So we've been in contact with MVD. He, actually went on his day off to go to motor vehicle to submit an application so that we could get a new title. The problem is that it's like six weeks out to get a new title. So, we're turning over every rock to figure out where those titles might be. They have to be there somewhere. Everyone said there in the safe, but they weren't in the safe. We took everything out.

Vice Mayor Martinez-So the other question that I have for you is animal control. I see that we have that in the budget. I see that you have \$4,000 down. Where are we with that IGA, have we any new updates.

A Sanchez Town Clerk-I spoke with her yesterday and then I got an email from her today and she is drafting the IGA, we should have it by the 15th. So that it can be approved by the Council, and this reflects what they're going to be charging us. So the \$4,000 should cover a flat rate of \$2,000. For all services, Monday through Friday, eight to five, and then we budgeted an extra \$2,000 for after hour emergencies. But that \$2,000 covers a sweep once a week for the entire year, and it covers all impound fees, that's even for emergency coverage. So all we have to pay for, emergency wise is the employee to. So, we're paying the over time for weekends and after hour time. She really came to the table to work with us. So, she did a great job. She was really awesome.

Vice Mayor Martinez- Another question that I have. So, on the jail fee. You have a budget \$3500 for this upcoming year. But I know that a change came out at the end of last year at some point and all of our rates were changed. So, we have that proposed staggered rate that was going to go into effect as far as our jail inmates being held. Does this \$3500 take that into consideration?

A Sanchez Town Clerk-Yes, that's why we increased it to \$3,500. But, that's like hitting a moving target. So it's hard to know what we're going to pay as far as that's concerned. But we have that money in contingency. If we need to move it, we can move it for that. So we're protecting that money. But if we have to use it, it's there.

Vice Mayor Martinez-That was the only questions I had, Thank you very much.

The Council Members all thanked The Town Clerk and The Town Manager for all their hard work on this budget and for the Town of Mammoth.

A Sanchez Town Clerk- I wanted to talk to you just briefly about the Truth and Taxation in your packet. We're not required to do this, but I prepared the Truth and Taxation analysis to show that statutorily we are not required to publish this if our taxes did not increase, and they did not. We will post it on our website with our budget documents. This gives you a little more information about what our net assessed value was and how they calculate what our property tax revenues are going to be. Our final budget amount is \$8,784,427, which was our tentative budget ceiling. Our tax levy for this fiscal year is 2.0251, which is the same tax levy it was last year so we did not increase and our overall property tax evaluations revenues is \$51,544. Did anybody have any questions about that? We did have new construction of a \$1.066. If nobody has any other questions, then I guess we're ready to close the public hearing.

Closing of Public Hearing on 2021-2022 Budget at 7:00PM

Open Special Meeting of the Town Council June 30, 2021 at 7:01PM

5. NEW BUSINESS

- A. Consideration and Possible Adoption of Resolution 2021-06 confirming the Final Budget For Fiscal Year 2021-2022 in the amount of \$8,784,427**

Motion to Accept Adoption of Resolution 2021-06 confirming the Final Budget for Fiscal Year 2021-2022 in the amount of \$8,784,427

Motion by Councilman Brewer

Second by Vice Mayor Martinez

Motion Passed 5-0

- B. Consideration and Possible Approval for providing "Take Home Vehicle" for Mammoth police Chief, a 2010 Chevy Impala**

Motion to Accept providing "Take Home Vehicle" for Mammoth police Chief, a 2010 Chevy Impala Motion was made and a council discussion was addressed. Motion was Made and a Second was made.

Motion by Vice Mayor Martinez

Second by Councilman Martinez

ROLL CALL VOTE

Councilman Brewer NO

Councilman Martinez YES

Councilman Ponce NO

Vice Mayor Martinez YES

Mayor Armenta YES

Motion Passed Vote 3-2

- C. Direct Staff to Evaluate Available Space in Town Hall for Living Quarters for Police Personnel not to exceed \$12,000**

Vice Mayor Martinez- So I asked that we put this on here because the last meeting, we were looking at doing like a travel trailer and after thinking it over, travel trailers have their own kind of, they're not as secure as an actual brick and mortar building. And then we run into issues when I was speaking with Angie about the sewers, there's no sewer line down there. There's no utility hookups for something like a travel trailer, we have an evidence room that really

can't be relied on for evidence, because it's not secure enough. But if we would use the money that we were going to pay for a travel trailer, for housing, and just use some of that money to rehab that evidence room, we can turn the room downstairs in the town hall booking into a like temporary living quarters and apartment that the officers can stay there overnight. I bring this up because it's kind of twofold. So there are times when it was brought up on social media, where we don't have an officer on duty here right now they're in between shifts, or there is nobody here. If we have an officer that is asleep downstairs in the room downstairs, they're on their night off and are coming back to work tomorrow morning, but we don't have an officer on duty and an emergency happens. We can call Pinal County and have them respond. But you can also just call whoever's downstairs and be paid "call out" or something and they can at least immediately respond. So we're not in as bad of a situation as like we have a shooting and now we're waiting for somebody from Florence to come. So it's kind of a good thing. And I had as you put \$12,000 down, because I don't know how much it would cost to rehab that room and turn it into living quarters. But \$12,000 is what we were budgeting for the travel trailer. So I had her ask for the \$12,000. But it would be up to that amount.

J Schempf Town Manager-we're looking at buying a storage container, a 20 footer, putting it behind the police department for the records, and primarily for the Evidence Room. It would be more secure than what we have. put a window and air conditioner inside of it. And it meets the requirements for the security. It's a metal it's a completely metal building, except for the floor. The bad thing is the prices storage containers has doubled due to Covid. But I've checked it out and we can get this delivered for five grand.

A Sanchez Town Clerk-as far as the room downstairs, its going be about \$3,000. They have a lot of storage and some bicycles and stuff and then the back is evidence locker, there's a restroom there, so all we need to do is put in a shower, and then we can put in counters with a mini refrigerator and microwave, put a bed back there, maybe a futon couch, TV, I have a TV I'll donate a flat screen. I think, we're not looking to buy all this stuff new, we will of course buy a bed and mattresses new and futons are not that much. We can get those mini fridges cheap if we buy it secondhand. We think that we can do this for a lot less than the \$12,000 and we're gonna make sure that we make the best use of our money.

Motion to Direct Staff to Evaluate and Proceed with Available Space in Town Hall for Living Quarters for Police Personnel not to exceed \$12,000

Motion by Vice Mayor Martinez

Second by Councilman Martinez

Motion Passed Vote 5-0

D. Consideration and Possible Approval to Establish and Finalize Police Department Objectives, Expectations and Goals for Chief of Police Evaluation in 6 Months as set by Council

J Schempf Town Manager-I asked for this because technically, you hired him, you'll be evaluating him. So, but we'd like to work together. And, I would suggest you're going to need some criteria to decide how well he's working. I'm sure it'll be great. But what do you really expect? So there's a list of things. And, feel free to change, add or reduce. Councilmember Brewer did mention that he thought that putting 25% traffic citations increase sounds like a quota. And that's probably illegal. So we may want to just say. increase. But this is open for anybody and everybody. The chief has this. So he's had this for a day or so.

Vice mayor Martinez-I have looked this over. And I have a couple of things that I just wanted to point out. So obviously, under objective number six, actively work to reduce the incidence of criminal activity, obviously, that's what they're there for. So it's kind of like a given. But I don't think that we really need to spell that out. I think that's what everyone expects, it is part of their oath of office when they get sworn in and get certified. Under expectation, number nine, it says ensuring no criminal activity is taking place during the shift. Obviously, if they can ensure that there's no criminal activity taking place on the shift, we wouldn't need a 39% budget for the police department. That's kind of like, if we could prevent crime, we wouldn't need them. So that's kind of like redundant. I also have the same thing that Joe did with the traffic citation increased by 25%. You're setting quotas and it is not legal to do that. Also, under suggestion, it says number three says non incident citizen interactions in person or by phone blog mentality to average. The reason that I bring that one up is because we have patrol hours increased to 50% of each shift. I think it's fair to say, that for me at least, I would like to be our patrol officers out on patrol. I think that you need to be out there running the streets, you need to be driving up and down. You need to be going in and talking to businesses, letting people see you in the business checking in and making sure that they're doing okay, that they haven't had anything that needs to be watched or anything. Obviously coming up and checking on the pool, especially on the night swims. You've got a lot of teenagers and they are doing things they're not supposed to. So just being a presence, I think is good. I don't think we should put it to 50% of their shift. I think it just be you need to be patrolling. Like, if you've got paperwork or something that you're doing, if you're going to take your lunch break,

something like that, that you're going to go sit down at, you know, the office, if you're filling out an incident report on something, obviously, you're going to do that at the police department. But if you're not doing any of those things, you should be in the car and you should be patrolling. That's what we kind of paid them to do. A big part of community policing is letting people see we've got an officer out and about. We can't have them, increase their patrol, and then expect them to log and tally, every citizen interaction that they have. Because if Chief Muller is driving down the street, and he sees a kid walking down the street, kind of late at night, he pulls over... Hey, how's it going? Are you coming from the Little League Field or whatever? Yeah, what's your name? And then he has to write a report about that. Where do you think he's gonna go? Right back to the town hall office, he's going to go inside, sit down and write a report on having an interaction with a 15 year old kid coming back from playing basketball. So they should only log calls when it comes into the 911 dispatch system, or if somebody calls the non-emergency number. If they're out cruising around, and they see people and they stop them, talk to them, if people stop them, at the Dollar store, and somebody comes up to him and says, Hey, I live around San Pedro drive, we've got this drug house that you need to look at, can you take a look, I can give you the address, they have a lot of traffic coming through, that's a call that didn't go through dispatch, there's no log of that. If he has to log that, back, there's a report that's generated and he has to come back, obviously, they're going to be taking notes. And they're going to be making a note of this so that they can pass it along. But to say that they need to log every interaction, that's just going to generate way more paperwork, and it's going to deter from them actually being out patrolling. So I think that we need to really be careful with which ones we go for.

A Sanchez Town Clerk-Can we just put an increase in non-incident citizen contact, we just want to make sure that they're out there and talking to people on the street, they know who's doing what to who, it's a small town. That's just the way it works around here. So when you talk to people, and people feel comfortable around you and feel comfortable with our officers being part of the community, I think is more of what we're looking for. They are officers who don't live here. So if people don't know them, you have to go that extra mile to be part of the community and be accepted. We want them to be part of the community so that people feel safe and empowered to be able to come to a police officer or the department when there's an issue, or to know that they're there if they need help.

Vice Mayor Martinez-What I would like to see, some of the things that I would like to see on this list are obviously increasing the patrol, increasing the citizen interaction, like you're talking about, but I don't think they need to log every single one of those, I think that they should definitely be doing it. One of the things that I've seen work in a lot of the communities where I have worked in the past is the "buy a cop a cup of coffee", or "have a cup of coffee with an officer" having those days where you got an officer and it can be a different officer every week. Hold it at one of the Restaurants, just for residents to come in and sit down so that if somebody does have a concern they're able to go in, they're able to do that, it would be a way to get all of the officers even our reserves, face to face interaction with people in the public, it gets our officers familiar with who the people are in the public. And then if obviously, if they get a call in the middle, because we're not going to pay them to do it on their off time. So it would be kind of nice during one of their shifts. If they get a call, obviously they have to leave and whatever restaurant can say, Hey, you know they had an emergency, they'll be back I can get your number, come back or whatever. But I think something like that would help.

Ernie's neighborhood watch program. So he started that and he's done a great job getting that to where it is now with the flyers and the stickers. One of the ways neighborhood watches work is if it's a cohesive effort between everybody. So that's gonna mean getting our chief of police and some of our officers to attend a sit down with me, maybe have them here at the community center on a designated night every month, or you hold a neighborhood watch program night, where officers can come people can come just like Town Hall, they can voice concerns that they have with what they're seeing in their neighborhoods, the officers can tell them, okay, look, these are the things that we're going to need in order to try to act on them. Whatever the information is, they can work with the citizens to get that out. And I think that's another way that you're going to build citizen interaction is by having these things separate. So for me, what I would like to see is our officers out on patrols, obviously, a big, big percentage of their time, I would like to see them doing more citizen interactions, at our restaurant and at our events. Somebody can just pop in and say, hey, how it is going, you know, whatever. Because a lot of the people in Mammoth will approach our officers if they see them out and about especially in a generalized relaxed setting. They'll be more forthcoming. So things like that maybe try to make an effort to have an officer attended. So I think if you could help get that facilitated, I think that would be great. And I think if you brought in a different officer at each of these meetings, I think that would be beneficial too. Because then that gets your neighborhood watch people familiar with all of our reserves, and everybody else.

Motion to Approve the Establishment and to Finalize Police Department Objectives, Expectations and Goals for Chief of Police Evaluation in 6 Months as set by Council
Motion by Councilman Brewer **Second by Vice Mayor Martinez**
Motion Passed Vote 5-0

E. Discussion and Possible Action to Allow Arizona Youth Partnership a Nonprofit Organization to Utilize the Community Center free of charge for One Day during the Third Week of July 2021

Vice Mayor Martinez-I put this on here and the Arizona youth partnership leadership, people had done summer camp for kids over the age of nine. And they were doing them the full month of June, they left out the little kids. So kids that were like five to nine, they couldn't get to vote. And one of the things that they did, was if you look at the flyer they did like games and different things. They brought in Sheriff Lamb, So the kids got to meet the sheriff and made pictures and it was like this huge thing. But they kept hearing. Well, what about the little kids? And I was kind of ticked because they have every other city in the Copper Corridor but they don't have Mammoth. And so I'm on this board and I asked Damian. I'm like what's going on? Can we please get something and he said well next year, but when they got all of the ones for the little kids, he called us up first and said if we would do it, they would love to host a mini camp just like they did on these days. It'll be one day it'll be here and it'll include kids. age's five to nine from the entire area. So San Manuel, Hayden, Globe, Kearney, Oracle, anybody that's in the area. So I am here to try to see if we have a date. And some times that work so we can let them know, they're looking at the third week of July, just so that they can have time to get it out there, advertise for it, get the word out so that they can get registrations and have T shirts and stuff made and everything. So if you can approve them to use the community center for one day, I think it would be really great. It'll bring people in, it'll get our kids involved with some of their government leaders. Maybe if the chief was working that day he could make an appearance.

Motion is to Approve Action to Allow Arizona Youth Partnership a Nonprofit Organization to Utilize the Community Center free of charge for One Day during the Third Week of July 2021
Motion by Councilman Ponce **Second by Vice Mayor Martinez**
Motion Passed Vote 5-0

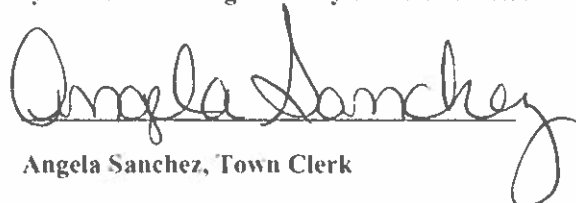
F. Discussion and Possible Action to Allow the Town Manager to Waive Fees for Worth While Not for Profit Uses Not to Exceed \$200 in value

Motion is to Approve the Action to Allow the Town Manager to Waive Fees for Worth While Not for Profit Uses Not to Exceed \$200 in value
Motion by Vice Mayor Martinez **Second by Councilman Martinez**
Motion Passed Vote 5-0

6. Adjourn

Motion is to adjourn meeting at 7:30 PM
Motion by: Vice Mayor Martinez **Second by: Councilman Martinez**
Motion Passed Vote 5-0

I certify that the preceding is a true and correct copy of the Town of Mammoth Council Meeting held June 30, 2021. I further certify that the meeting was duly called and held.


Angela Sanchez, Town Clerk



ORDINANCE NO. 2021-07

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF, MAMMOTH ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2022.

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2020-2021 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Pinal is the assessing and collecting authority for the Town of Mammoth, the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Pinal, Arizona.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Mammoth, Arizona, as follows:

SECTION 1: There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the Town of Mammoth, except such property as may be by law exempt from taxation, a primary property tax rate of \$2.0251 for the fiscal year ending on the 30th day of June, 2022. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Pinal is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the Town.

SECTION 2: It is the intent of the Town Council of the Town of Mammoth, Arizona, to levy the primary property tax for operations for the Town of Mammoth for fiscal year 2020-2021 will equal \$51,544.

SECTION 4: Failure by the county officials of Pinal County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the Town of Mammoth upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Handicapped individuals with special accessibility needs may contact the ADA Coordinator for the Town of Mammoth at (520) 487-2331 (V/TDD)

SECTION 6: This ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

PASSED AND ADOPTED by the Town Council of the Town of Mammoth, Arizona, this 15th day of July, 2021.

PATSY ARMENTA, MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No 2021-07 as duly passed and adopted by the Town Council of the Town of Mammoth, at a Meeting on the 15th day of July, 2021, and that a quorum was present thereat.

JOHN SCHEMPF, TOWN MANAGER

Truth in Taxation Analysis

Calculation for Truth in Taxation Hearing Notice pursuant to A.R.S. § 42-17107

Actual current primary property tax levy:	\$	51,586
Net assessed valuation:	\$	2,545,270
Value of new construction:	\$	1,066
Net assessed value minus new construction:	\$	2,544,204
MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING:	\$	2.0251
Growth in property tax levy capacity associated with new construction:	\$	22
MAXIMUM PRIMARY PROPERTY TAX LEVY WITHOUT A TRUTH IN TAXATION HEARING:	\$	51,544
Proposed primary property tax levy:	\$	2.0251
Proposed increase in primary property tax levy, exclusive of new construction:	\$	0%
Proposed percentage increase in primary property tax levy:	\$	0%
Proposed primary property tax rate:	\$	
Proposed increase in primary property tax rate:	\$	0%
Proposed primary property tax levy on a home valued At \$100,000 if the tax rate was not raised:	\$	2,025
Proposed primary property tax levy increase on a home valued at \$100,000:	\$	0

Chief of Police Goals, Objectives, and Expectations.

Objectives:

1. Professional lawful approach to law enforcement acting within the parameters of the constitution and state law.
2. Ensure health and safety of the community.
3. Make a dedicated effort to maintain low response times to emergencies and calls for service in the community.
4. Continually build rapport and trust with the residents of the community through community policing practices, and community engagement events.
5. Respond to calls for service the community with care and consideration.
6. Proactively work to reduce criminal activity in the community through education of residents on crime prevention and through enforcement as practical.

Expectations:

1. Ensure Officers patrol regularly when not occupied by responsibilities such as report writing, calls for service, or administrative tasks.
2. The Police Department will work in cooperation with other Town of Mammoth departments and personnel to promote improved living and working conditions for all residents and businesses.
3. Chief will be a "working" Chief and promote departmental/town employee teamwork through leading by example.
4. Officers will respond to calls on town property or events to not only enforce town ordinances, regulations, and policies, but to also engage community members in a positive professional manner to build rapport and trust in the community.
5. Officers shall maintain all training and certifications as required by AZPOST.
6. Police Chief shall monitor department budget to ensure fiscal responsibility from all employees.
7. Maintain accurate and detailed documentation/reporting alleged criminal activity to include police reports and statistical information of criminal activity and trends.
8. Assist other local agencies when practical to help ensure working relationships with those agencies. And in turn will assist in positive results to the shared mission of crime prevention and emergency assistance to citizens of all jurisdictions/areas of responsibility.
9. Maintain the integrity of crime scenes, appropriately collect evidence, and testify in court as required.
10. Dedicate a portion of patrol time to traffic supervision and enforcement to assist in the reduction of motor vehicle collisions and generally improve highway safety.
11. Work in partnership with residents to develop and maintain a successful Neighborhood Watch program.
12. Department operating within budget at 6 months mark.

In addition to listed objectives and expectations, any other points of concern or goals as determined by Council.

From: Paul Bickert
Sent: Friday, July 9, 2021 2:52 PM
To: a.sanchez@townofmammoth.us
Subject: WM ROLL-OFF SERVICE PROPOSAL

Angela,

Thank you for taking the time to speak with me about dumpsters today.

The regular price for a dumpster rental is \$933.43 for the 30 day rental, delivery and removal of the first 8000 pounds (4-tons) of material.

If the dumpster is not filled within the 30 days and you need it longer, the rental/inactivity cost for the 2nd month and each additional month is \$350.

If the dumpster fills up and you need it emptied and returned, this will renew the 30 day rental and the 4-tons of weight and will only cost \$625.65.

If you have any more questions or if you would like to set up this Roll Off for delivery at your convenience, please send me an email to pbickert@wm.com

Thank you so much!

I look Forward to speaking with you again soon.

Have a Great Day!



Waste Management of Arizona, Inc.
 222 S Mill Ave
 Tempe, AZ, 85281-6472
 (800) 796-9696

WM Agreement # S0014725314
 Customer ID
 Acct. Name TOWN OF MAMMOTH
 Salesperson Paul Bickert
 Effective Date 7/23/2021
 Last PI Date

Service Agreement Non-Hazardous Waste Service Summary

Service Information				Billing Information			
Name	TOWN OF MAMMOTH	Contact	ANGELA SANCHEZ	Name	TOWN OF MAMMOTH	Contact	ANGELA SANCHEZ
Address	125 N CLARK ST	Telephone #	(520) 487-2332	Address	125 N CLARK ST	Telephone #	(520) 487-2332
City State Zip	MAMMOTH, AZ 85618	Fax #		City State Zip	MAMMOTH, AZ 85618	Fax #	
County/Parish		Email	a.sanchez@townofmammoth.us	County/Parish		Email	a.sanchez@townofmammoth.us
Customer Comments:				PO#			

Service Description & On Demand Rates*					
Quantity	Equipment	Material Stream	Frequency	Haul Rate	\$ 309.38
1	40 Yard Open Top	MSW Industrial	On Call	Disposal Rate per Ton	\$ 37.00
				Minimum Haul/Month (over 30 days)	\$ 350.00
Minimum Tons: 4.00 (Tons) Minimum Hauls: 1 (Hauls) Current FSC 16.42%, EVC 17.50%, RCR 3.60%					

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Initial One Time Service Charges*

Initial Delivery	\$ 185.00
Setup Charge	\$ 40.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____

Company Waste Management of Arizona, Inc. _____ Waste Management Sales Rep. _____
 Printed Name _____ Title _____ Date _____

Terms and Conditions on following page(s)

1. (a) **SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
3. **TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
4. (a) **CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal, gate, enclosure or roll out services; account resume or reactivation services, extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services"), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) **PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) **CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
5. **INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper, flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Customer shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

TOWN OF MAMMOTH
AGENDA ACTION FORM

AGENDA ITEM NO: _____	COUNCIL MEETING DATE: <u>July 15, 2021</u>
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Agenda Action Forms must be submitted to the Town Clerk no later than 10 days prior to Town Council Meeting. Agenda Action Forms are subject to review by Mayor, Town Manager and/or Town Clerk for completion and accuracy.

NAME OF PERSON PROPOSING ITEM: JOE BREWER DATE SUBMITTED: July 8, 2021

BRIEF DESCRIPTION/SUMMARY OF THE AGENDA ITEM (AS YOU WOULD LIKE IT TO APPEAR):

GLYPHOSATE: FULL discussion on glyphosate AND ITS HAZARDS. (Use of Roundup)

FISCAL IMPACT: (FISCAL IMPACT ON CURRENT BUDGET MUST BE COMPLETED)

TYPE OF ACTION REQUESTED:

INFORMATIONAL/DISCUSSION ONLY FORMAL ACTION-MOTION

RESOLUTION/ORDINANCE OTHER

TOWN CLERK'S RECOMMENDATION FOR PLACEMENT ON THE AGENDA: _____ YES _____ NO

RECOMMENDATION:

Angela Sanchez 7-9-21

TOWN MANAGER/Town Clerk DATE (Section Completed by Staff)

MAYOR'S APPROVAL FOR PLACEMENT ON THE AGENDA: YES _____ NO

Patsy Armenta 7/9/2021

MAYOR DATE (Section Completed by Staff)

TOWN OF MAMMOTH

- ORIG.
1. PUBLIC WORKS
 2. SOUTH ISLANDS
 3. SIDEWALK (SWITCHED FOR LOWER MAMMOTH)
 4. RUIZ PARK (FIELD)
 5. REC. CENTER & POOL
 6. MEMORIAL
 7. LITTLE LEAGUE FIELD
 8. FIRE DEPT. INNER ISLAND & TOWN HALL
 9. SOFTBALL FIELD

ADDED - CLARK, BLUE BIRD, CATALINA & COPPER.

" OWENS, DUNGAN, PORTAL & S. END OF MAIN

VOLUNTEER: SIDEWALK

BUS STOP BY MAMMOTH TOWING

N. ISLAND BY 'MI PUEBLITO'

ISLAND FRONT OF TOWN HALL.

RUIZ PARK (LOWER PARK)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY
AND
THE TOWN OF MAMMOTH
FOR ANIMAL CARE AND CONTROL SERVICES**

This Intergovernmental Agreement (the “**Agreement**”) is entered into this 1st day of September, 2021 by and between PINAL COUNTY, a political subdivision of the State of Arizona on behalf of the Pinal County Animal Care and Control Department (“**County**”) and THE TOWN OF MAMMOTH, a political subdivision of the State of Arizona (“**Town**”) for the provision and acquisition of animal care and control services from the Pinal County Animal Care and Control Department (“**PCACC**”). County and Town are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Parties are authorized to enter into intergovernmental agreements for the purposes of contracting for services, jointly exercising powers common to the contracting parties, and taking joint or cooperative action pursuant to A.R.S. §§ 11-951 *et seq.*; and

WHEREAS the Town has the authority to adopt and enforce animal care and control regulations and certain services within its incorporated limits pursuant to A.R.S. §§ 9-240, 9-499.04 and Title 6, Chapter 6.04 of the Mammoth Town Code; and,

WHEREAS the County has authority to enforce Town ordinances for the control of dogs pursuant to A.R.S. § 11-1005(A)(3); and

WHEREAS the County has established a County Enforcement Agent, a Division of Animal Care and Control and a County Shelter pursuant to ARS §§ 11-1001 *et seq.*; and

WHEREAS the Town has requested the County to provide animal care and control services within the Town's incorporated boundaries as its Animal Control Officer pursuant to Title 6, Chapter 6.04 of the Mammoth Town Code, and enters into this Agreement with the County in order for the County to have jurisdiction to provide those services.

NOW, THEREFORE, the County and Town (collectively, the "Parties"), pursuant to the above and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. **PURPOSE AND INTENT.** This IGA sets forth the terms and conditions under which County will provide Animal Care and Control Services to Town.
2. **TERM, TERMINATION, AND RENEWAL.**
 - A. Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the 1st day of September, 2021 and shall remain in effect until the 1st day of September, 2024.
 - B. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party.
 - C. Either Party to this Agreement may request a renewal of this Agreement, for subsequent one year term(s) by providing sixty (60) days' advance notice prior to the date of expiration of that Party's intent to extend. Any renewal of this Agreement must be via a written mutually agreed upon and signed Amendment to this Agreement. Notwithstanding the preceding, unless terminated early as provided above, this Agreement may be automatically renewed for up to two (2) subsequent 3-year terms.

3. MUTUAL OBLIGATIONS.

- A. County and Town Ordinances to be Enforced. The Parties agree that the provisions of the **Pinal County Animal Care and Control Ordinance 101817-ACC**, (provisions pertaining to kennels may be exempted), shall be the only source for enforcement actions by the County under this Agreement.

Town agrees to suspend enforcement of the provisions of the Town Code during the term of this Agreement, and defer to the Pinal County Animal Care and Control Ordinance 101817-ACC, less the kennel provisions if applicable, for its animal control and care services and enforcement by the Pinal County Animal Care and Control officer.

Either party shall immediately notify the other party of an anticipated amendment to their respective ordinance that may affect this Agreement.

B. County agrees to:

1. Provide the following Animal Care and Control Services:
 - i. Provide animal care and control services to Town on an as-requested, as-available basis. PCACC does agree to have one officer patrol the Town of Mammoth every week, unless staff is unavailable.
 - ii. Initiate two “sweeps” per calendar year, as weather permits. Sweeps consist of 2-3 Animal Control Officers driving through the Town at the same time on the same day locating stray or owned animals running at large. To the extent feasible, attempts will be made to reunite animals with owners or take animals to the shelter in Casa Grande. The timing, specific activities and course involved in each sweep will be determined in the sole discretion of PCACC.
 - iii. Two rabies vaccination/licensing clinics per calendar year.
 - iv. Respond to all priority or emergency calls regarding animal care and control from/within the incorporated boundaries of Town.
 - v. Trap nuisance dogs (if weather permits and not in outdoor temperatures of 90 degrees and above).
 - vi. Impound stray, sick, injured or aggressive animals.
 - vii. Humane care and maintenance of impounded dogs and cats, sheltering services.
 - viii. Quarantine at an available shelter of County’s choosing.
 - ix. Quarantine in place monitoring and posting.
 - x. When necessary, the humane euthanasia and disposal of impounded animals.
 - xi. Investigate of animal cruelty and neglect complaints, hoarding cases, at the request of the Mammoth Police Department.
 - xii. Assist/seek civil and criminal prosecution of civil violations and criminal statutes involving animals, within the scope or authority of Pinal County Animal Care and Control.
2. Provide billing/invoicing documentation to Town’s POC per **Section 8.A** and **Appendix [App.] ‘A’**.
3. Upon request from Town, provide access to reports arising from Town calls for service.
4. Provide kenneling of Town animals as provided in **App. ‘A’**.

C. Town agrees to:

1. Promptly convey/communicate calls for service to County as follows:
 - i. Via the Pinal County Call Center at **(520) 509-3555** during **normal business hours**; and
 - ii. Via the PCSO non-emergency line at **(520) 866-5111** during **after-hours**.
2. Timely send payment to County POC for all services arising out of this Agreement in accordance with **Section 8.A** and **App. ‘A’**.
3. Make any and all necessary records, information and evidence available to County upon request.

4. Cooperate with County in all practical matters necessary to effectuate the purpose and intent of this Agreement, including, but not limited to: facilitating access to scenes, locations and property; and collection of remains and other necessary and appropriate items and evidence.
 5. Upon County's reasonable request, provide and maintain scene access and security for County personnel and County property for any animal care and control calls for service incident/event located within the boundaries of Town.
- D. Applicable Policies and Practices.** Town acknowledges and agrees that County will provide and perform animal care and control services according to applicable law, County Policies/Practices and the terms of this Agreement.
- E. Facilities, Equipment and Vehicles.** To fulfill the obligations of this Agreement, the Town r will allow Pinal County to use any Town facilities, equipment, vehicles and/or materials presently dedicated for animal control care and control at no cost to the County. County may, but is not obligated to, use any such Town facilities, equipment, vehicles and/or materials.
- F. Open Communications.** County and Town shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Paragraph 8.A** below) to ensure the agreed upon performances are provided and maintained throughout the term of this agreement. Parties shall maintain open communication regarding needs arising out of the Agreement.
- G. Billing and Payment.** Billing, invoicing and payment of costs arising out of this Agreement shall be administered according to the schedule provided in **App. 'A'**.

4. SUPERVISION, EQUIPMENT AND MATERIALS.

No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

County shall have sole supervisory authority over County personnel, operations, services, property, facilities and materials; and Town shall have sole supervisory authority over Town personnel, operations and property.

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

5. **RECORDS.** The Parties acknowledge and agree that the County shall provide Town with the attendant records of Town matters and that requests for such records shall be referred to Town, to be administered by Town. Notwithstanding this, Town acknowledges and agrees that the County shall administer records in County's possession according to all attendant laws, regulations, rules and policies respectively applicable to County records
6. **INSURANCE.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this Agreement.

- E. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- F. Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- G. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.
- H. Governing Law and Venue.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona court in Pinal County provided that nothing herein shall be interpreted as an express or implied waiver of either party's applicable immunity(ies).
- I. Headings.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- J. Incorporation of Documents.** All documents referred to in this Agreement are hereby incorporated by reference.
- K. Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- L. Modification.** This Agreement shall not be modified or extended except by a mutually signed written agreement.
- M. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- N. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- O. Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- P. Non-Assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

- Q. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and nondiscrimination, including the Americans with Disabilities Act.

Likewise, the Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, if applicable, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5, which is hereby incorporated into this contract as if set forth in full herein, and may be viewed and downloaded at the Governor of the State of Arizona's website:

http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf.

In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

- R. Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- S. Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
- T. Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- U. Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- E. Waiver.** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- F. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

For Pinal County:

For the Town of Mammoth:

By: _____
Chair
Board of Supervisors

By: _____
Patricia Armenta
Mayor

Date

Date

ATTEST:

ATTEST:

By: _____
Clerk of the Board

By: _____
Town Clerk

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy County Attorney

Stephen R. Cooper, Town Attorney

Date

Date

(APPENDIX ON FOLLOWING PAGE)

Appendix 'A'
2021 Services Cost Schedule

The Parties agree to the following fees shall be paid by Town at the "Per Case" rates provided below. ¹

Per-Case Cost(s)

<u>Animal Care and Control Service as needed</u>	<u>\$2000.00 per year</u>
<u>After-Hours Services Fee</u>	<u>\$63.00/hour²</u>
<u>Kenneling Fees³</u>	
<u>1st Day Licensed Dog Impound</u>	<u>\$35.00</u>
<u>1st Day Unlicensed Dog Impound</u>	<u>\$47.00</u>
<u>1st Day Cat Impound</u>	<u>\$20.00</u>
<u>Daily Maintenance Dog/Cat Fee (2nd+ day)</u>	<u>\$15.00/day/animal</u>
<u>Field Tranquilization Fee (aggressive dogs)</u>	<u>\$35.00</u>
<u>Quarantine Fee</u>	<u>\$225.00</u>

Billing, Invoicing, and Payment.

County agrees to send all invoices for costs of services arising from this IGA to Town, according to **Section 8.A ("Notices")** of the IGA. Invoices for the Monthly Staffing Fee will be sent on a monthly basis. Invoices for other fees will be sent as they arise according to the Operations of the County.

Town agrees to send payment in full (in the form, manner and tender deemed acceptable by County) for each invoice to County within no more than 30 days after receipt of such invoice.

***NOTE:** The above costs are subject to adjustment according to County's sole discretion. Any adjustment in fees will not take effect without the mutual written agreement of the parties.*

¹ There is no charge to Town for:

- a. Euthanasia /disposal.
- b. Rabies testing.
- c. Animals maintained *after* the required waiting period and made available for adoption/rescue.
- d. Calls involving animal bites, rabies exposure, or suspected exposure involving any fur bearing animal.
- e. The preparation, transportation of specimen to the Arizona State Health Department laboratory in Phoenix or Tucson Arizona, where a bite, rabies exposure, or suspected exposure has been investigated by Pinal County Animal Care and Control.

² In order to cover County's administrative costs and burdens incurred as a result of responding to Town calls for service in addition to existing PCACC duties, Town will be charged 3 hour minimum for all calls for service. Business hours are weekdays from 7am to 7pm, except for holidays. After-hours times include weekends, holidays, and from 7pm to 7am on weekdays.

³ Kenneling fees consist of an initial (first day) impound fee and daily maintenance fees thereafter beginning on day two. Per A.R.S. § 11-1013 unlicensed dogs and all cats must be maintained a minimum of 72 hours, licensed dogs must be maintained a minimum of 120 hours. Due to the fact the shelter is closed on Holidays, and Sundays, an animal may be maintained 24—72 hours beyond the minimum requirement, in such case the additional day(s) or two will be billed, at the daily maintenance fee of \$15.00.

Town will be charged for animals that are not claimed by an owner. If owner information is available Town will be provided the information.

**U.S. HOUSING AND URBAN DEVELOPMENT
COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS
COOPERATION AND COORDINATION AGREEMENT
BETWEEN PINAL COUNTY AND THE TOWN OF MAMMOTH**

THIS COOPERATION AND COORDINATION AGREEMENT ("Agreement") is dated the 7th day of July, 2021, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("County") and the Town of Mammoth, an Arizona municipal corporation ("ULG"). The County and ULG are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act") and applicable regulations of the United States Department of Housing and Urban Development ("HUD"), as amended ("Regulations"), the County is a qualified urban county entitled to receive Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME"), and Emergency Solutions Grant ("ESG") funding through HUD.

B. The ULG is a unit of general local government under the Act and Regulations, and has elected to participate with the County in the Urban County funding program administered by the County ("Program").

C. The County and ULG are entering into this Agreement to define their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained in this Agreement and consistent with the requirements of the Act and Regulations, the Parties agree as follows:

1. This Agreement covers the CDBG, HOME and ESG programs.

2. By executing this Agreement, the ULG understands that it:

A. May not apply for grants from appropriations under the State of Arizona CDBG Program during the period in which it participates in the County's CDBG Program; and

B. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. Additionally, the ULG may apply to the State for HOME funds, if the State allows; and

C. May receive a formula allocation under the ESG Program only through the urban county. However, this does not preclude the ULG from applying to the State for ESG funds, if the State allows.

3. This agreement covers the years of the County's qualification period including Federal FYs 2022, 2023, and 2024. This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the County or ULG provides written notice to the other Party it elects not to participate in a new qualification period. A copy of the notice shall be sent to the applicable HUD Field Office.

4. The County will notify the ULG in writing of its right to discontinue participation in a new qualification period no later than the date specified in the County's HUD qualification notice. A copy of the County's notification to the ULG shall be sent to the applicable HUD Field Office by the date specified in Section II of the County's Qualification Schedule.

5. Each Party agrees to adopt in writing any amendment to this Agreement incorporating changes necessary to meet future requirements for cooperation agreements set forth by HUD in the County's qualification notice for a subsequent three-year County qualification period. Future amendments shall be submitted to HUD and a failure to comply will void the automatic renewal for the qualification period.

6. This Agreement shall remain in effect until the CDBG, HOME and ESG funds and program income received for activities carried out during the term of the County's three-year qualification period, and any successive qualification periods under this Agreement, are expended and the funded activities completed. The County and ULG will not terminate or withdraw from this Agreement prior to completion of funded activities.

7. The County and ULG agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

8. The County and ULG agree to take all actions necessary to assure compliance with the County's certification under section 104(b). The Program will be conducted and administered in conformity with the Civil Rights Act of 1964 and the Fair Housing Act, and will strive to affirmatively further the goal of fair housing. The County and ULG agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and all other applicable laws. The County is expressly prohibited from funding any activities in, or in support of, any cooperating unit of general local government including the ULG that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with fair housing certification.

9. As a HUD requirement for participation in the Program, the ULG agrees to:

A. Prohibit the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and

B. Enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of a non-violent civil rights demonstration.

10. Neither Party may veto or otherwise obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for submitting the Consolidated Plan to HUD that includes CDBG, HOME and ESG activities.

11. Pursuant to 24 CFR 570.501(b), the ULG is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

12. The ULG must use CDBG, HOME, and ESG funds for activities eligible under the Act and Regulations and may not sell, trade, or otherwise transfer any portion to another metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds, in exchange for any other funds, credits or non-Federal considerations.

IN WITNESS WHEREOF, these presents are hereby signed and agreed to by the Parties hereto.

Town of Mammoth, an Arizona municipal Corporation

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Mayor

By: 
Chairman of the Board

Date: _____

Date: 07/07/2021

ATTEST:

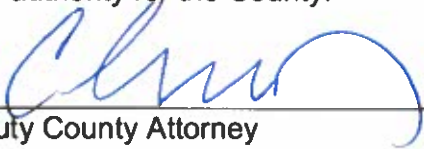
ATTEST:

By: _____
City/Town Clerk

By: 
Clerk/Deputy Clerk of the Board

COUNSEL LEGAL OPINION

I have read this Agreement and have determined the terms and provisions of this Agreement are fully authorized under State and local law and this Agreement provides full legal authority for the County.



Deputy County Attorney

6-22-21
Date

I have read this Agreement and have determined the terms and provisions of this Agreement are fully authorized under State and local law and this Agreement provides full legal authority for the unit of local government ("ULG").

City/Town Attorney

Date

TOWN OF MAMMOTH

AGENDA ACTION FORM

AGENDA ITEM NO: _____	COUNCIL MEETING DATE: <u>July 15, 2021</u>
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Agenda Action Forms must be submitted to the Town Clerk no later than 10 days prior to Town Council Meeting. Agenda Action Forms are subject to review by Mayor, Town Manager and/or Town Clerk for completion and accuracy.

NAME OF PERSON PROPOSING ITEM: JOE BREWER DATE SUBMITTED: July 8, 2021

BRIEF DESCRIPTION/SUMMARY OF THE AGENDA ITEM (AS YOU WOULD LIKE IT TO APPEAR):

RE-ORGANIZE
REMOVE MANAGER AND GO BACK TO TOWN
CLERK - COUNCIL FORM OF GOVERNMENT

FISCAL IMPACT: SAVE MANAGERS SALARY (FISCAL IMPACT ON CURRENT BUDGET MUST BE COMPLETED)

TYPE OF ACTION REQUESTED:

INFORMATIONAL/DISCUSSION ONLY FORMAL ACTION-MOTION

RESOLUTION/ORDINANCE OTHER

TOWN CLERK'S RECOMMENDATION FOR PLACEMENT ON THE AGENDA: _____ YES NO

RECOMMENDATION: No per mayor

Angela Sanchez _____ DATE 7-9-21

TOWN MANAGER/Town Clerk (Section Completed by Staff)

MAYOR'S APPROVAL FOR PLACEMENT ON THE AGENDA: _____ YES NO

MAYOR DATE _____ (Section Completed by Staff)