

Town Of Mammoth



NOTICE OF SPECIAL MEETING OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH AND MAMMOTH MUNICIPAL PROPERTY CORPORATION THURSDAY, FEBRUARY 24, 2022 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, February 24, 2022 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.

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. PUBLIC ANNOUNCEMENTS - 7
5. 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.

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

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

ITEMS UNLESS A COUNCIL MEMBER 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 Manager Report
2. Town Clerk/Treasurer Report
3. Police Report
4. Public Works Report
5. Library Report
6. Planning and Zoning Report

B. Approval of Accounts Payable for Payment and Filing

1. Accounts Payable for December

C. Approval of Meeting Minutes

1. Special Meeting of May 13, 2021
2. Regular Meeting of January 20, 2022
3. Special Meeting of February 3, 2022 (distributed Tues 2/22/22)

Motion is: Approve Consent Agenda

Motion: 1st _____ 2nd _____

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

7. PAUSE TOWN COUNCIL MEETING AT _____ P.M.

**MEETING OF TOWN OF MAMMOTH MUNICIPAL
PROPERTY CORPORATION**

1. Call to Order
2. Roll Call

3. Business:

A. APPROVE TWO RESOLUTIONS REQUIRED FOR \$500,000 LOAN FROM USDA.

Motion: Approve and sign the required documents.

Motion: 1st _____ 2nd _____

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

B. RECEIVE UPDATE ON THE WATER PROJECT

4. Adjournment of Meeting of Municipal Town Municipal Property Corporation

8. RESTART THE TOWN COUNCIL MEETING AT _____ P.M.

9. OLD BUSINESS:

A. Discuss and approve contract for Dispatching Services with Pinal County Sheriff Department.

Motion is: Approve Dispatch Contract

Motion: 1st _____ 2nd _____

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

B. Discuss Mammoth Property Ownership Resolutions, Cemetery Expansion; Approve both the BLM Lease for Soccer Field Area and Cemetery Expansion

Motion is: Approve BLM Lease and Cemetery Expansion

Motion: 1st _____ 2nd _____

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

C. Discuss and Approve Direction to Staff to Proceed with Obtaining Funding for Electric Vehicle Charging Station

Motion: Direct Staff to Proceed with Obtaining Funding for Electric Vehicle Charging Station

Motion: 1st _____ 2nd _____

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

D. Reconsider Approval of Air Medical Contract in view of Mammoth Financial Situation

Motion is: Approve Discontinuing Air Medical Contract

Motion: 1st _____ 2nd _____

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

E. Discuss Community Communications and Direct Staff to Explore and Contract Not to Excess \$5000 per year with a Communications Company.

Motion is: Direct Staff to Explore and Contract Not to Excess \$5000 per year with a Communications Company.

Motion: 1st _____ 2nd _____

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

10. **NEW BUSINESS:**

- A. **Request for Mammoth Council to Approve a Memorial Monument for Fallen Mammoth Police Officer JAMES ROSS. Former Police Chief Lujan will be Present to Explain Further**

Motion is: Approve Memorial Monument for Office James Ross

Motion: 1st _____ 2nd _____

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

- B. **Approve and Sign the Inter-Governmental Agreement for Provision of Services by the Pinal County Elections and Recorder Department**

Motion is: Approve and Sign the IGA for Elections Assistance

Motion: 1st _____ 2nd _____

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

- C. **Planning and Zoning Issues:**

- a. **Decide to Use Community Development Block Grant for Derelict Structure Clearances and Occupied Property Exterior Clean-ups.**

Motion is: Approve CDBG for Structure Clearances and Exterior Clean-ups

Motion: 1st _____ 2nd _____

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

- b. **Change Dog Registration from \$7 to \$10 for Spayed/Neutered and \$15 for Natural.**

- c. **For Unregistered Vehicles, Change Timeframe for Action from Thirty Days to Fourteen Days.**

Motion is: Approve New Dog Registration Fees and New Timeframe for Unregistered Vehicles

Motion: 1st _____ 2nd _____

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

- D. **Serious Discussion on Ideas to Help Mammoth's Financial Future to Include Outsourcing Services, Hiring a Manager/Financial Director/Clerk, Reducing Parks and Fields, Etc.**

Directions and/ or Motions as appropriate.

11. **MAYOR AND COUNCIL COMMENTS**

10. **ADJOURN**

The undersigned hereby certifies that a copy of this notice was posted at the Mammoth Town Hall on January 14, 2021 by 5:00 p.m.

John Schempf, Interim 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.

ANNOUCEMENTS

Just an FYI

----- Forwarded message -----

From: Hank Mueller <h.mueller@townofmammoth.us>

Date: Feb 11, 2022 4:25 PM

Subject: Re: KGUN9, Missing man dead

To: "Contreras, Bivian" <Bivian.Contreras@kgun9.com>

Cc:

Hello Bivian, unfortunately I can confirm Mr. Sloan was located deceased. And I can provide some details on Mammoth PD involvement leading up to that discovery. However I will refer you to Pinal County Sheriff's Office for questions and details beyond our statement as he was located in their jurisdiction and PCSO assumed the investigation from that point.

Yesterday at approximately 11:30 AM Mammoth PD was provided information from a citizen that had located what they believed to be Mr. Sloan's vehicle in Pinal County Jurisdiction just outside of the Town of Mammoth on a primitive road. Mammoth PD immediately responded to the area, located and confirmed the vehicle was indeed Mr. Sloan's. Mr. Sloan was nowhere to be seen in the immediate area of his vehicle.

Mammoth PD then contacted Pinal County Sheriff's Office Search Rescue with the GPS coordinates of the vehicle. PCSO immediately launched an air unit and Search and Rescue responded to the provided location. PCSO Search and Rescue assumed command of the situation as it was in their jurisdiction. Mammoth PD did assist with the search for Mr. Sloan under their direction of PCSO until being advised by PCSO that Mr. Sloan had been located and was deceased. Mammoth PD contacted Mr. Sloan's family at the direction of PCSO to give the notification of Mr. Sloan being located and deceased. This concludes the information Mammoth PD can provide regarding our involvement in this investigation, thank you.

Mammoth PD would like to express our condolences Mr. Sloan's family and to our entire community. He will be missed.

Respectfully,

Chief Hank Mueller
Mammoth Police Department

Town Of Mammoth



Accepting Applications for Town Clerk Position

Position Status: At-Will

Open Until Filled

First Review: February 28, 2022

Salary: Based on Qualifications and Experience

POSITION SUMMARY:

Under the supervision of the Town Manager or his/her designee, this position exercises a high degree of independence, initiative and professional expertise in the administration, supervision and day to day management of the Town Office. Applicant must be able to make critical leadership and management decisions and is given the independence and discretion to set up processes/programs. This position is responsible for the development and management of the town budget, apply for and oversee grant applications and reporting, administer and conduct municipal elections, organize and maintain official documents and public records, prepare Town Council Agendas, board and commission training, manage the business license process, and ensure legal compliance of all official postings, public notices, and related advertising. The duties and responsibilities of the Town Clerk are as prescribed by the Mammoth Town Council.

See Town of Mammoth Website for complete Position Description and List of Responsibilities and Minimum Qualifications.

www.townofmammoth.us

Questions call: (520) 487-2331, 8 AM to 4 PM Mon. through Friday.

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

Telephone
(520) 487-2331 V/TDD

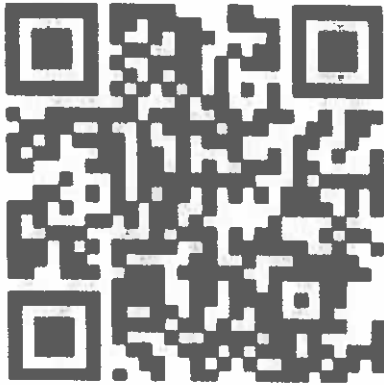
Mailing: P.O. Box 130, Mammoth, Arizona 85618
Street: 125 N. Clark Street, Mammoth, Arizona 85618

FAX
(520) 487-2152

FREE COVID-19 TESTING

TUESDAYS AND THURSDAYS THRU MARCH

TESTING IS EASY!



ONSITE REGISTRATION AVAILABLE

1 Register

Use QR code or visit:

LABFINDER.COM/PINALCOUNTY

2 Check In

Show your Lab Order to Clinician

3 Get Tested

PCR results in 24-48hrs to your account

EVENT DETAILS

TUESDAYS AND THURSDAYS

10:00am — 2:00pm

Call for Information

520.901.2969

MAMMOTH COMMUNITY CENTER

101 W 5th St

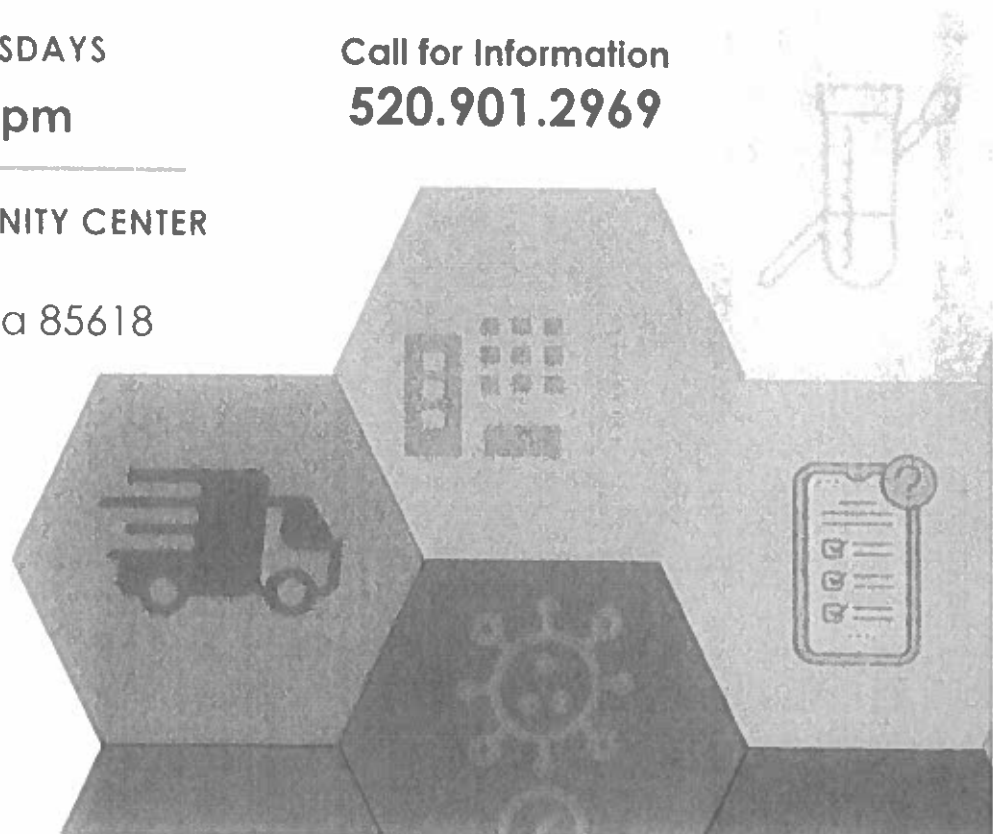
Mammoth, Arizona 85618

SPONSORED BY



PINAL COUNTY

WIDE OPEN OPPORTUNITY



DON'T MISS YOUR SHOT FREE COVID-19 VACCINE

Getting vaccinated protects you and those around you.

IT'S EASY! IT'S **FREE** WALK-INS WELCOME!

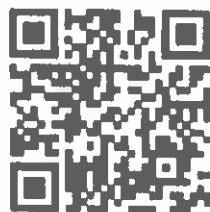
All vaccines are available!

Moderna, Pfizer, Johnson & Johnson, as well as Boosters



WHEN February 16th and March 23rd
10:00 am – 2:00 pm

WHERE Mammoth Community Center
101 W. 5th Street
Mammoth, AZ 85618



SCAN TO RESERVE YOUR SPOT AT THE
"PARADIGM IN MAMMOTH" EVENT

*Register
Now!*



Call 520-901-2969

8:00 am – 4:30 pm
Monday – Thursday
*Paradigm Laboratories
for more information*

SPONSORED BY



FREE COMMUNITY SHRED -A-THON

BROUGHT TO YOU BY: THE PINAL COUNTY ATTORNEY'S OFFICE
SUPERVISOR KEVIN CAVANAUGH, AND AARP OF ARIZONA



SATURDAY, MARCH 12, 2022

101 W 5TH ST, MAMMOTH, AZ 85618

9:00 A.M TO 11:00 AM



**DRUG TAKE BACK HOSTED BY PINAL
COUNTY SHERIFF'S OFFICE
UNUSED OR EXPIRED MEDICATION**

YOU MAY DISPOSE OF:

Prescription solid medication, tablets & capsules, and pet medications

YOU MAY NOT DISPOSE OF: Injectables, syringes, needles or EpiPen's, asthma inhalers, thermometers, intravenous solutions, creams or liquids

SUGGESTED DONATIONS:

Toiletries to benefit Pinal County abuse shelters - (Items of need: Toothpaste, tooth brushes, deodorant, shampoo, soap and feminine products) OR Cases of water for our local Law Enforcement Agencies.



Questions: Contact Latisha Joseph @ latisha.joseph@pinal.gov

From: Darien Mathews
Sent: Tuesday, February 1, 2022 1:50 PM
To: Angela Sanchez
Cc: H.Mueller@townofmammoth.us
Subject: Coffee with Kent and Hank

Hey Angie!

We are planning a open forum for the community of Mammoth to discuss laws around marijuana use. You mentioned this was a major concern for the town. Kids, parents and educators will be invited to have coffee with the chief and Kent(Pinal County's Attorney) while having the opportunity to ask questions and be educated around this substance use. We can work on providing coffee, beverages and snack for attendees. Can we use the community center and can you help us advertise to the town? The event will be March 25th at 5pm. We are also open to a time the that the town thinks would work best for everyone to attend.

Darien Mathews
Program Coordinator
Arizona Youth Partnership
310-926-4765
darien@azyp.org



j.schempf@townofmammoth.us

From: Darien Mathews <Darien@azyp.org>
Sent: Friday, February 11, 2022 11:52 AM
To: John Schempf; h.mueller@townofmammoth.us; annie martinez
Subject: National Night Out

Hey!

We are starting to plan our National Night Out again this year. The date has been changed to the official National date August 2nd. We would like to confirm if the town of Mammoth would like to participate again? If so, what would be the best location and time that would work for the Town, PD and Fire?

Darien Mathews
Program Coordinator
Arizona Youth Partnership
310-926-4765
darien@azyp.org



CONCENT AGENDA ITEMS



Mammoth Police Department Report to Town Council for January 2022

Greetings Mayor Armenta, Vice Mayor Bustamante, and respected members of the Mammoth Town Council,

The evidence storage project the Police Department has been working on has been finalized, and a new tracking form was created to establish proper chain of custody is maintained as well as documented on every case involving stored evidence. This documentation will also help ensure successful prosecution is not lost in regard to questions in court regarding evidence handling, which otherwise would not be able to be appropriately answered without providing documentation.

The Police Department has also begun a project to strengthen its computer network security. This has been done with the assistance of our National Guard Service Members assigned to Mammoth PD under "Task Force Badge" and is of no cost to the Town of Mammoth.

Police Department overtime for the month of January was reported at 12 hours for Dispatch and 6.5 hours for Officers during the 1/9/22 pay period, and 35 hours for Dispatch with 0 hours for Officers during the 1/23/22 pay period. The majority of this overtime was the result of unexpected illness to a dispatcher, along the needs of staffing a 24-hour operation. The original dispatch schedule for the month had no planned overtime for any dispatchers.

This concludes the Police Department report to the Mammoth Town Council for January 2022.

Respectfully,

A handwritten signature in black ink, appearing to read "Hank Mueller".

Chief Hank Mueller, Mammoth Police Department

**MAMMOTH POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT
January 2022**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Total Complaints	85	0	0	0	0	0	0	0	0	0	0	0	85
Adult Arrests	0	0	0	0	0	0	0	0	0	0	0	0	0
Juvenile Arrests	0	0	0	0	0	0	0	0	0	0	0	0	0
Traffic Citations	3	0	0	0	0	0	0	0	0	0	0	0	3
Traffic Written Warnings	0	0	0	0	0	0	0	0	0	0	0	0	0
Traffic Verbal Warnings	3	0	0	0	0	0	0	0	0	0	0	0	3
Loose Dogs Citations	0	0	0	0	0	0	0	0	0	0	0	0	0

COMPLAINT BREAKDOWN

	Jan 2022	Year to Date		Jan 2022	Year to Date
Abandoned Vehicle		0	Livestock(cattle) comp		0
Accidents (961,962,963)		0	Loud Music Complaint		0
Alarm Drop	1	1	Minor Consumption		0
Alcohol Related		0	Missing Person		0
Ambulance Req (MED)	21	0	Motorist Assist		0
Animal Calls	4	4	Murder		0
Arrests		0	Neighbor Dispute	5	5
Arson		0	Noise Complaint		0
Assaults	1	1	Order of Protection		0
Agency Assists	5	5	Probation Violation		0
Attempt to Locate	4	4	Property Found/Lost		0
ATV Complaints		0	Special Detail/PW	1	1
Bond out	1	1	School Truancy		0
Burglary	1	1	Search Warrants		0
Child Abuse/Injury		0	Sex Offense		0
Citizen/Public Assist	9	9	Shoplifting		0
Civil Standby		0	Speeding Vehicle		0
Complaints	1	1	SUS Activity/people	11	11
Criminal Damage		0	Theft	1	1
Criminal Trespass		0	Threats & Intimidation		0
Deaths		0	Traffic Enforcement	6	6
Disturbance	2	2	Vandalism		0
Disobey Court Order		0	Warrant Arrest		0
Disorderly Conduct		0	Welfare Check	3	3
Domestic Violence	1	1	DRUNK		0
Drug Related Incident		0	911 Hang up calls	5	5
DUI		0	911 Open line		0
False Reporting to Law		0	Reckless Driving		0
Fingerprints		0	Fraud		0
Fire	1	1	Animal Control	3	3
Fire Weapon		0	Snake Removal		0
Follow Up		0	Officer Information		0
Harassment		0	MFD TOTAL CALLS	22	22
House Watch/ExtraPatrol	5	5			
Juvenile Complaints		0			

TOWN OF MAMMOTH

PUBLIC WORKS MONTHLY REPORT

This is the Public Works Monthly Report for the month of FEB ²⁰²²/~~2021~~. This report is a culmination of all activities within the Town of Mammoth Public Works Department for the past 30 days. All information provided in this report is current and to the best of the knowledge of the Public Works supervisor.

Department Accomplishments:

INSTALLED SECURITY GATE IN CONEX FOR EVIDENCE FOR MAMMOTH POLICE DEPARTMENT

Water Updates: WATER LEAKS
 112 N. MAIN - WATER MAIN
 BREAK - 4" LINE
 721 DUGAN - SERVICE LINE
 738 SAN MANUEL - SERVICE LINE
 MICHOCANNAS - SERVICE LINE
 728 TIGER - SERVICE LINE
 128 MAIN - SERVICE LINE

Sewer Updates:

NONE @ THIS TIME

Cemetery Updates:

1 - funeral

Roadway Updates/Concerns:

PATCHED SEVERAL STREETS, STILL HAVE A LOT THAT NEED ATTENTION

Equipment Issues/Updates: *EQUIPMENT UP: RUNNING, ONLY EQUIPMENT DOWN IS THE SWEEPER, HAS SMALL HOLE ON BOTTOM OF RADIATOR - PM'S ON EQUIPMENT WILL BE DONE IN THE NEXT SEVERAL WEEKS*

Staffing Issues: *WOULD LIKE TO SEE IF COUNCIL WOULD CONSIDER \$2.00 RAISE FOR MYSELF*
 * *CHRISTINE KENT, STILL OUT ON WORKMENS COMP*

Department Needs:

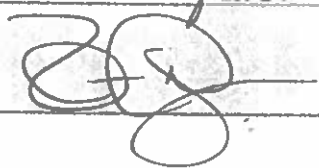
SWEEPER, BARRICADES, TRAFFIC CONES, WATER TRUCK INSURANCE, LIGHT STICK, WELDER, POWER TOOLS

Upcoming Projects: *WATER PROJECT*

** OVERTIME 13.5 HRS FROM 21ST OF JAN - 17TH OF FEB*

Information provided by:

BILL HERNANDEZ



Date:

17 FEB 2022



Town of Mammoth and Zoning Commission

Planning

Good Evening Council

Report of Feb 2022

As you know I am just getting back after 3 weeks of dealing with the COVID in my home. So happy to be back. However I have as of yet had the time to catch up.

We are still working hard to secure a well understood and precisely worded Restriction Article for the land codes of Mammoth.

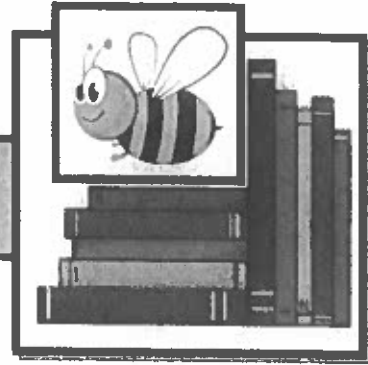
We will be asking the Council to Amend the 30 days to comply in reference to vehicles. We would like to make this 14 days to comply per vehicle and to stress the point that there are allowances for only 2 non-working vehicles. Also, that they must be registered with the State of Arizona and be located on the private property as so the public cannot see them. They must be covered with a car covering or stored in a garage or other area of the property that does not offend the general public.

As we try to rebuild a Planning and Zoning Commission, I will do my best to keep up and keep you apprised of what is going on.

Have a Good Night
Sharon Christiansen



Mammoth Public Library



February 2022 Library Report

Good Evening Council

I am so happy to be back. Covid has taken a lot of my time over the past few weeks.

Statistical Information:

We are slowly coming back, January was our best month yet with 195 total patrons.

We are on track for an even better month for Feb. as already we have 113 as of the 15th.

Thursday is the day for the sewing club of about 5 plus or minus. This has also brought back some of our Senior Coffee Patrons.

I will have a more detailed report for the March Reports!

Thank you and have a Wonderful Month

Sharon Christiansen

please
file

1-20-22

re: activity report

Block watch Dec/Jan

(quorum notice posted prior to meeting)

held meeting with the following
attending P. Chief; Police Sargent,

V. Mayor E.B. Mayor Armenta

council person A Martiny, 1 new person (lady)

discussion issues: people living alone,
over growth of brush giving cover to
individuals seeking to hide; 1 new
sign to be put up, old sign reconditioned
if possible. need to order more signage
and stickers. E.B. establish core group.

Choi Muller establish a working relationship
with law enforcement important. E.B. current
issues. shooting close to public park
cemetery. Parks being observed for
vandalism and litter by me on foot.

Thanks for everyone pitching in.

Respectfully
E.A.

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
490								
490	AMERICAN OUTDOOR POWER	174269	SHROUD	01/27/2022	30 23	30 23	01/27/2022	
Total 490					30 23	30 23		
582								
582	SEDILLOS JIMMY	18	BUCKET CYLINDER RECONDITI	01/27/2022	1 404 00	1,404 00	01/27/2022	
582	SEDILLOS JIMMY	19	JCB INSTALLED CYLINDERS, H	02/03/2022	240 00	240 00	02/04/2022	
582	SEDILLOS JIMMY	19	JCB AND GANNON HYDROLIC	02/04/2022	320 00	320 00	02/04/2022	
Total 582					1,964 00	1 964 00		
1200								
1200	AT & T	287235901871	MAINT CONTRACT	02/08/2022	74 24	74 24	02/08/2022	
1200	AT & T	287235901871	MAINT CONTRACT	02/08/2022	74 24	74 24	02/08/2022	
1200	AT & T	287235901871	MAINT CONTRACT	02/08/2022	74 25	74 25	02/08/2022	
Total 1200					222 73	222 73		
1900								
1900	CASELLE	114757	CUSTOMER SUPPORT	02/01/2022	891 00	00		
Total 1900					891 00	00		
4760								
4760	INTERSTATE SYSTEMS	62810	storage crafe shadow protect ma	02/02/2022	87 54	87 54	02/08/2022	
Total 4760					87 54	87 54		
5880								
5880	MICKELSON & RAY INC	51204	DOMELINERS	02/03/2022	2 480 00	2 480 00	02/04/2022	
Total 5880					2 480 00	2 480 00		
7000								
7000	PINAL CO ANIMAL CONTROL	DECEMBER 2	ANIMAL CONTROL-DECEMBER	02/10/2022	814 42	00		
7000	PINAL CO ANIMAL CONTROL	JANUARY 202	ANIMAL CONTROL-JANUARY 20	02/10/2022	275 11	00		
Total 7000					1,089 53	00		
7120								
7120	PINAL COUNTY RECORDER	1/20/2022	RECORDING	01/24/2022	15 00	15 00	01/27/2022	
Total 7120					15 00	15 00		
7380								
7380	PUBLIC SAFETY PERSONNEL R	PS22-233288A	POLICE RETIREMENT EMPLOY	02/17/2022	684 95	684 95	02/18/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-233288B	POLICE RETIREMENT EMPLOY	02/17/2022	2 921 53	2 921 53	02/18/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-233289A	POLICE RETIREMENT EMPLOY	02/17/2022	712 67	712 67	02/18/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-233289B	POLICE RETIREMENT EMPLOY	02/17/2022	3 025 75	3 025 75	02/18/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-233290A	POLICE RETIREMENT EMPLOY	02/17/2022	772 64	772 64	02/18/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-233290B	POLICE RETIREMENT EMPLOY	02/17/2022	3 251 16	3 251 16	02/18/2022	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 7380					11,368 70	11,368 70		
7400								
7400	PURCHASE POWER	8000-9000-004	POSTAGE	02/03/2022	580 36	580 36	02/04/2022	
Total 7400					580 36	580 36		
8200								
8200	SOUTHWEST GAS	910001450280	910001450280	01/24/2022	89 86	89 86	02/04/2022	
8200	SOUTHWEST GAS	910001450280	910001450280	01/24/2022	89 86	89 86	02/04/2022	
8200	SOUTHWEST GAS	910001450280	910001450280	01/24/2022	89 87	89 87	02/04/2022	
8200	SOUTHWEST GAS	910001450312	910001450312	02/03/2022	262 13	262 13	02/04/2022	
8200	SOUTHWEST GAS	910002538719	910002538719	01/24/2022	67 48	67 48	02/04/2022	
8200	SOUTHWEST GAS	910002538766	910002538766	01/24/2022	23 06	23 06	02/04/2022	
8200	SOUTHWEST GAS	910002538766	910002538766	01/24/2022	23 06	23 06	02/04/2022	
8200	SOUTHWEST GAS	910002538766	910002538766	01/24/2022	23 06	23 06	02/04/2022	
Total 8200					668 38	668 38		
8300								
8300	ST PAUL STAMP WORKS INC	IV00523982	DOG LICENSE	01/26/2022	83 80	83 80	01/27/2022	
Total 8300					83 80	83 80		
9140								
9140	TOWN OF MAMMOTH	389001-2/22/2	389001	02/03/2022	82 32	82 32	02/04/2022	
9140	TOWN OF MAMMOTH	41800-2/22/22	41800	02/03/2022	22 14	22 14	02/04/2022	
9140	TOWN OF MAMMOTH	60100-2/22/22	60100	02/03/2022	22 14	22 14	02/04/2022	
9140	TOWN OF MAMMOTH	60400-2/22/22	60400	02/03/2022	329 32	329 32	02/04/2022	
9140	TOWN OF MAMMOTH	7900-2/22/22	7900	02/03/2022	193 69	193 69	02/04/2022	
9140	TOWN OF MAMMOTH	7903-2/22/22	7903	02/03/2022	93 38	93 38	02/04/2022	
9140	TOWN OF MAMMOTH	96400-2/22/22	96400	02/03/2022	66 42	66 42	02/04/2022	
9140	TOWN OF MAMMOTH	96511-2/22/22	96511	02/03/2022	69 06	69 06	02/04/2022	
9140	TOWN OF MAMMOTH	96511-2/22/22	96511	02/03/2022	69 07	69 07	02/04/2022	
9140	TOWN OF MAMMOTH	96511-2/22/22	96511	02/03/2022	69 07	69 07	02/04/2022	
Total 9140					1,016 61	1,016 61		
9460								
9460	U S DEPT OF INTERIOR	103515-2/2/22	100 w 3rd st	02/07/2022	73 87	73 87	02/08/2022	
9460	U S DEPT OF INTERIOR	11618-2/2/22	telemetry controls	02/07/2022	29 86	29 86	02/08/2022	
9460	U S DEPT OF INTERIOR	14079-2/2/22	MAMMOTH sr lgue ball	02/07/2022	20 19	20 19	02/08/2022	
9460	U S DEPT OF INTERIOR	23963-2/2/22	MAMMOTH ballfield	02/07/2022	20 44	20 44	02/08/2022	
9460	U S DEPT OF INTERIOR	29882-2/2/22	softball fld	02/07/2022	20 43	20 43	02/08/2022	
9460	U S DEPT OF INTERIOR	30954-2/2/22	HWY 77 & rash	02/07/2022	2,514 75	2,514 75	02/08/2022	
9460	U S DEPT OF INTERIOR	5035-2/2/22	704 san manuel dr	02/07/2022	575 54	575 54	02/08/2022	
9460	U S DEPT OF INTERIOR	5039-2/2/22	pump #5	02/07/2022	652 98	652 98	02/08/2022	
9460	U S DEPT OF INTERIOR	5049-2/2/22	HWY 77 waste water plant	02/07/2022	810 31	810 31	02/08/2022	
9460	U S DEPT OF INTERIOR	5501-2/2/22	89 d-d light	02/07/2022	1,223 75	1,223 75	02/08/2022	
9460	U S DEPT OF INTERIOR	5506-2/2/22	city park tennis ct	02/07/2022	20 00	20 00	02/08/2022	
9460	U S DEPT OF INTERIOR	5508-2/2/22	125 n clark st	02/07/2022	169 77	169 77	02/08/2022	
9460	U S DEPT OF INTERIOR	5508-2/2/22	125 n clark st	02/07/2022	169 77	169 77	02/08/2022	
9460	U S DEPT OF INTERIOR	5508-2/2/22	125 n clark st	02/07/2022	169 76	169 76	02/08/2022	
9460	U S DEPT OF INTERIOR	5511-2/2/22	phillip finch field	02/07/2022	20 00	20 00	02/08/2022	
9460	U S DEPT OF INTERIOR	5512-2/2/22	223 HWY 77 CONCESSION	02/07/2022	20 00	20 00	02/08/2022	
9460	U S DEPT OF INTERIOR	5514-2/2/22	SWIMMING POOL MTR	02/02/2022	589 28	589 28	02/08/2022	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
9460	U S DEPT OF INTERIOR	5515-2/2/22	717 old tiger mine rd	02/07/2022	240 42	240 42	02/08/2022	
9460	U S DEPT OF INTERIOR	70970-2/2/22	girls softball concession	02/07/2022	20 12	20 12	02/08/2022	
9460	U S DEPT OF INTERIOR	80281-2/2/22	104 s main ylw bld	02/07/2022	146 85	146 85	02/08/2022	
9460	U S DEPT OF INTERIOR	92842-2/2/22	hwy 77 church	02/07/2022	20 06	20 06	02/08/2022	
9460	U S DEPT OF INTERIOR	92843-2/2/22	hwy 77 sta	02/02/2022	83 38	83 38	02/08/2022	
9460	U S DEPT OF INTERIOR	98468-2/2/22	town yd/main st	02/07/2022	52 66	52 66	02/08/2022	
Total 9460					7 664 19	7 664 19		
9520								
9520	CENTURYLINK	5203853031-1/	5203853031-	01/24/2022	96 90	96 90	01/27/2022	
9520	CENTURYLINK	5203853088-1/	5203853088	01/24/2022	143 45	143 45	01/27/2022	
9520	CENTURYLINK	5204872031-1/	5204872031	02/10/2022	63 98	00		
9520	CENTURYLINK	5204872031-1	5204872031	02/03/2022	64 48	64 48	02/04/2022	
9520	CENTURYLINK	5204872331-1/	5204872331-	01/24/2022	316 29	316 29	01/27/2022	
9520	CENTURYLINK	5204872331-1/	5204872331-	01/24/2022	316 29	316 29	01/27/2022	
9520	CENTURYLINK	5204872331-1/	5204872331-	01/24/2022	316 29	316 29	01/27/2022	
9520	CENTURYLINK	5204872331-1/	5204872331-	02/10/2022	310 53	00		
9520	CENTURYLINK	5204872331-1/	5204872331-	02/10/2022	310 53	00		
9520	CENTURYLINK	5204872331-1/	5204872331-	02/10/2022	310 54	00		
9520	CENTURYLINK	5204872364-1/	5204872364-	01/24/2022	66 08	66 08	01/27/2022	
9520	CENTURYLINK	5204872364-1/	5204872364-	02/10/2022	66 85	00		
9520	CENTURYLINK	5204879044-1/	5204879044	01/24/2022	245 09	245 09	01/27/2022	
9520	CENTURYLINK	5204879044-1/	5204879044	02/10/2022	242 39	00		
9520	CENTURYLINK	5204879174-1/	5204879174	01/24/2022	111 11	111 11	01/27/2022	
9520	CENTURYLINK	5204879174-1/	5204879174	02/10/2022	111 11	00		
9520	CENTURYLINK	5204879348-1/	5204879348	01/24/2022	217 89	217 89	01/27/2022	
9520	CENTURYLINK	5204879348-1/	5204879348	02/10/2022	216 52	00		
Total 9520					3,526 32	1,893 87		
9760								
9760	USA BLUE BOOK	842935	LATEX GLOVES	01/26/2022	29 95	29 95	01/27/2022	
9760	USA BLUE BOOK	842935	WATER LOCKS	01/26/2022	253 92	253 92	01/27/2022	
9760	USA BLUE BOOK	843336	LATEX GLOVES	01/26/2022	49 81	49 81	01/27/2022	
Total 9760					333 68	333 68		
9940								
9940	WASTE MANAGEMENT	8261271-1575-	LA CASITA	01/24/2022	225 43	225 43	01/27/2022	
9940	WASTE MANAGEMENT	8261821-1575-	CIRCLE K	01/24/2022	994 72	994 72	01/27/2022	
9940	WASTE MANAGEMENT	8261882-1575-	DOLLAR GENERAL	01/24/2022	379 45	379 45	01/27/2022	
9940	WASTE MANAGEMENT	8287016-1575-	WASTEMANGEMENT TOWN PIC	02/03/2022	6 634 30	6,634 30	02/04/2022	
9940	WASTE MANAGEMENT	8292299-1575-	LA CASITA	02/08/2022	450 86	450 86	02/08/2022	
9940	WASTE MANAGEMENT	8292843-1575-	CIRCLE K	02/08/2022	1 998 76	1 998 76	02/08/2022	
9940	WASTE MANAGEMENT	8292903-1575-	DOLLAR GENERAL	02/08/2022	597 52	597 52	02/08/2022	
Total 9940					11 281 04	11 281 04		
10262								
10262	XEROX FINANCIAL SERVICES	3027537	ADMIN COPIER	01/26/2022	602 14	602 14	01/27/2022	
Total 10262					602 14	602 14		
11013								
11013	ARIZONA STATE TREASURE	#213-1/6/22	2015 VICTIMS RIGHTS	01/27/2022	4 00	4 00	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	JCEF	01/27/2022	13 00	13 00	01/27/2022	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
11013	ARIZONA STATE TREASURE	#213-1/6/22	JCEF	01/27/2022	40 53	40 53	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	FORENSICS FUND	01/27/2022	19 43	19 43	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	2011 add assesment	01/27/2022	16 00	16 00	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	2019 victim rights penaly	01/27/2022	18 00	18 00	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	CLEAN ELECTION FUND	01/27/2022	32 16	32 16	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	MSEF	01/27/2022	41 80	41 80	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	CJEF	01/27/2022	135 72	135 72	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	FTG	01/27/2022	22 51	22 51	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	2019 PEACE OFC	01/27/2022	4 00	4 00	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	DOMESTIC VIOLENCE	01/27/2022	50 00	50 00	01/27/2022	
11013	ARIZONA STATE TREASURE	#213-1/6/22	CONFIDENTIAL ADDRESS FUN	01/27/2022	50 00	50 00	01/27/2022	
11013	ARIZONA STATE TREASURE	212	VICTIMS RIGHTS	01/27/2022	4 60	4 60	01/27/2022	
11013	ARIZONA STATE TREASURE	212	JCEF	01/27/2022	26 00	26 00	01/27/2022	
11013	ARIZONA STATE TREASURE	212	JCEF PROBATION	01/27/2022	76 60	76 60	01/27/2022	
11013	ARIZONA STATE TREASURE	212	FORENSICS FUND	01/27/2022	26 50	26 50	01/27/2022	
11013	ARIZONA STATE TREASURE	212	2011 add assesment	01/27/2022	18 43	18 43	01/27/2022	
11013	ARIZONA STATE TREASURE	212	2019 victim rights penaly	01/27/2022	18 00	18 00	01/27/2022	
11013	ARIZONA STATE TREASURE	212	CLEAN ELECTION FUND	01/27/2022	42 08	42 08	01/27/2022	
11013	ARIZONA STATE TREASURE	212	MSEF	01/27/2022	54 71	54 71	01/27/2022	
11013	ARIZONA STATE TREASURE	212	CJEF	01/27/2022	186 87	186 87	01/27/2022	
11013	ARIZONA STATE TREASURE	212	FTG	01/27/2022	29 46	29 46	01/27/2022	
11013	ARIZONA STATE TREASURE	212	FARE DELINQUENT	01/27/2022	35 00	35 00	01/27/2022	
11013	ARIZONA STATE TREASURE	212	FARE SPECIAL COLLECT FEE	01/27/2022	40 47	40 47	01/27/2022	
11013	ARIZONA STATE TREASURE	212	ENHANCED FARE	01/27/2022	20 67	20 67	01/27/2022	
11013	ARIZONA STATE TREASURE	212	ENHANCED SPEC COLLECTIO	01/27/2022	49 00	49 00	01/27/2022	
11013	ARIZONA STATE TREASURE	212	2019 PEACE OFC	01/27/2022	8 00	8 00	01/27/2022	
Total 11013					1,083 54	1 083 54		
11049066								
11049	RODRIGUEZ PABLO	INV0004	pool maintenance	02/03/2022	500 00	500 00	02/04/2022	
Total 11049066					500 00	500 00		
11049207								
11049	AMRRP	11049207	1/2022-2000129 5	02/03/2022	608 85	608 85	02/04/2022	
11049	AMRRP	11049207	1/2022-2000129 5	02/03/2022	202 95	202 95	02/04/2022	
11049	AMRRP	11049207	2000129 5-1/2022	02/03/2022	608 85	608 85	02/04/2022	
11049	AMRRP	11049207	2000129 5-1/2022	02/03/2022	608 86	608 86	02/04/2022	
11049	AMRRP	2000129 5-2/2	2/2022-2000129 5	02/03/2022	608 85	608 85	02/04/2022	
11049	AMRRP	2000129 5-2/2	2/2022-2000129 5	02/03/2022	202 95	202 95	02/04/2022	
11049	AMRRP	2000129 5-2/2	2/2022-2000129 5	02/03/2022	608 85	608 85	02/04/2022	
11049	AMRRP	2000129 5-2/2	2/2022-2000129 5	02/03/2022	608 86	608 86	02/04/2022	
Total 11049207					4 059 02	4 059 02		
11049210								
11049	O'REILLY AUTOMOTIVE INC	555347098	oil filters air filter	01/27/2022	260 32	260 32	01/27/2022	
11049	O'REILLY AUTOMOTIVE INC	5553470801	filter	01/27/2022	7 93	7 93	01/27/2022	
11049	O'REILLY AUTOMOTIVE INC	5553472105	serpentine belt pulleys	01/27/2022	127 88	127 88	01/27/2022	
11049	O'REILLY AUTOMOTIVE INC	5553477533	vacuum pump	01/27/2022	53 33	53 33	01/27/2022	
11049	O'REILLY AUTOMOTIVE INC	5553482616	WINDOW WIPERS	01/21/2022	21 20	21 20	02/08/2022	
11049	O'REILLY AUTOMOTIVE INC	5553482617	WINDSHIELD WIPERS VAUUM	02/08/2022	58 51	58 51	02/08/2022	
11049	O'REILLY AUTOMOTIVE INC	5553482617	FINANCE LATE	02/08/2022	4 24	4 24	02/08/2022	
Total 11049210					533 41	533 41		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
11049247								
11049	DESIERTO WEED CONTROL	1/7/2022	HERBICIDE	01/26/2022	3,746.00	3,746.00	01/27/2022	
Total 11049247					3,746.00	3,746.00		
11049279								
11049	WELLS FARGO	1/28/2022	SAMSClub	01/26/2022	149.24	149.24	01/27/2022	
11049	WELLS FARGO	1/28/2022	SAMSClub	01/26/2022	149.24	149.24	01/27/2022	
11049	WELLS FARGO	1/28/2022	ZOOM	01/26/2022	14.99	14.99	01/27/2022	
11049	WELLS FARGO	1/28/2022	EBAY	01/26/2022	162.33	162.33	01/27/2022	
11049	WELLS FARGO	1/28/2022	DOLLAR GENERAL	01/26/2022	9.36	9.36	01/27/2022	
11049	WELLS FARGO	1/28/2022	SO HYDRAULIC REPAIR	01/26/2022	401.52	401.52	01/27/2022	
11049	WELLS FARGO	1/28/2022	GRAINGER	01/26/2022	60.14	60.14	01/27/2022	
11049	WELLS FARGO	1/28/2022	THE HOME DEPOT	01/26/2022	120.93	120.93	01/27/2022	
11049	WELLS FARGO	1/28/2022	EBAY	01/26/2022	108.66	108.66	01/27/2022	
11049	WELLS FARGO	1/28/2022	paypal	01/26/2022	319.92	319.92	01/27/2022	
11049	WELLS FARGO	1/28/2022	SAMSClub	01/26/2022	135.66	135.66	01/27/2022	
11049	WELLS FARGO	1/28/2022	INMOTION	01/26/2022	17.99	17.99	01/27/2022	
11049	WELLS FARGO	1/28/2022	NATURAL WATERSCAPES	01/26/2022	539.92	539.92	01/27/2022	
11049	WELLS FARGO	1/28/2022	SAMSClub	01/26/2022	76.22	76.22	01/27/2022	
11049	WELLS FARGO	1/28/2022	WALMART COM	01/26/2022	76.22	76.22	01/27/2022	
11049	WELLS FARGO	1/28/2022	WALMART COM	01/26/2022	5.15	5.15	01/27/2022	
11049	WELLS FARGO	1/28/2022	LaTE CHARGE	01/26/2022	39.00	39.00	01/27/2022	
11049	WELLS FARGO	1/28/2022	pURCHASES	01/26/2022	21.52	21.52	01/27/2022	
Total 11049279					2,408.01	2,408.01		
11049329								
11049	LOOMIS	12942368	ARMORED CAR SERVICE /FEE	01/27/2022	183.33	183.33	01/27/2022	
Total 11049329					183.33	183.33		
11049343								
11049	AMRRP	2000131 5-1/2	1/2022-WC2000131 5	02/03/2022	503.95	503.95	02/04/2022	
11049	AMRRP	2000131 5-1/2	1/2022-WC2000131 5	02/03/2022	167.99	167.99	02/04/2022	
11049	AMRRP	2000131 5-1/2	1/2022-WC2000131 5	02/03/2022	503.95	503.95	02/04/2022	
11049	AMRRP	2000131 5-1/2	1/2022-WC2000131 5	02/03/2022	503.95	503.95	02/04/2022	
11049	AMRRP	2000131 5-2/2	2/2022-WC2000131 5	02/03/2022	503.95	503.95	02/04/2022	
11049	AMRRP	2000131 5-2/2	2/2022-WC2000131 5	02/03/2022	167.99	167.99	02/04/2022	
11049	AMRRP	2000131 5-2/2	2/2022-WC2000131 5	02/03/2022	503.95	503.95	02/04/2022	
11049	AMRRP	2000131 5-2/2	2/2022-WC2000131 5	02/03/2022	503.95	503.95	02/04/2022	
Total 11049343					3,359.68	3,359.68		
11049479								
11049	WILLIAMS HARRY	01	WATER & WASTE WATER SAMP	01/24/2022	1,250.00	1,250.00	01/27/2022	
11049	WILLIAMS HARRY	02	WATER & WASTE WATER SAMP	02/10/2022	1,250.00	00		
Total 11049479					2,500.00	1,250.00		
11049483								
11049	ARIZONA S BEST CHOICE	93925	PEST CONTROL	01/24/2022	26.66	26.66	01/27/2022	
11049	ARIZONA S BEST CHOICE	93925	PEST CONTROL	01/24/2022	26.67	26.67	01/27/2022	
11049	ARIZONA S BEST CHOICE	93925	PEST CONTROL	01/24/2022	26.67	26.67	01/27/2022	
Total 11049483					80.00	80.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
11049496								
11049	DOOLEY ENTERPRISES INC	81689	AMMUNITION	01/21/2022	12,129.59	12,129.59	01/27/2022	
Total 11049496					12,129.59	12,129.59		
11049526								
11049	WEX BANK	77879352	FUEL PURCHASES	02/10/2022	749.71	00		
11049	WEX BANK	77879352	FUEL PURCHASES	02/10/2022	340.24	00		
11049	WEX BANK	77879352	FUEL PURCHASES	02/10/2022	340.24	00		
Total 11049526					1,430.19	00		
11049528								
11049	HOLLAND, JACQUELINE E	#214-CT20210	OVERPATMENT REFUND	01/07/2022	34.00	34.00	01/27/2022	
Total 11049528					34.00	34.00		
11049529								
11049	COPPER STATE INSIGNIA	2/8/2022	BADGES, SHOULDER EMBLEM	02/10/2022	2,660.00	00		
Total 11049529					2,660.00	00		
Grand Totals					78,612.02	69,658.85		

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

January 1, 2022 - January 31, 2022 Page 1 of 5



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]	\$840,934.43	\$168,706.02	-\$102,842.69	\$906,797.76

Credits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	01/04	4,147.62	Desktop Check Deposit
	01/04	21,359.22	Arizona State Tr Corp Pmt D1158278 Rmr*IV*City Sales Tax\
	01/04	130.00	State of Arizona AZ_Erapay 220104 291313 Rmr*IV*84102**130.00\Ref*Edward Godoy*711 N Main
	01/04	75.00	State of Arizona AZ_Erapay 220104 215280 Rmr*IV*5210846**75.00\Ref*Timothy Gullede*628 N
	01/04	60.00	State of Arizona AZ_Lihwap 220104 240268 Rmr*IV*14405**60.00\Ref*Richard Lopez*406 S Vine
	01/04	4.58	Arizona State Tr Corp Pmt D1158372 Rmr*IV*City Sales Tax\
	01/05	2,573.85	01/05Bankcard Deposit -0483205938
	01/05	440.34	Desktop Check Deposit
	01/06	1,030.85	01/06Bankcard Deposit -0483205938
	01/06	1,879.27	Desktop Check Deposit
	01/06	13,855.69	Arizona State Tr Corp Pmt D1168526 Rmr*IV*Highway User Rev Fund\
	01/07	659.59	01/07Bankcard Deposit -0483205938
	01/07	15,658.49	Desktop Check Deposit
	01/10	1,796.74	01/10Bankcard Deposit -0483205938
	01/10	2,719.94	Desktop Check Deposit
	01/10	16,485.43	Arizona State Tr Corp Pmt D1181153 Rmr*IV*Urban Revenue Sharing\
	01/10	4,367.30	Arizona State Tr Corp Pmt D1181362 Rmr*IV*State Sales Tax\
	01/10	193.69	Arizona State Tr Corp Pmt D1181245 Rmr*IV*City Sales Tax\
	01/10	28.09	Arizona State Tr Corp Pmt D1181465 Rmr*IV*City Sales Tax\
	01/11	1,343.31	01/11Bankcard Deposit -0483205938
	01/11	1,164.39	Desktop Check Deposit
	01/12	902.39	Cash Only Customer Deposit

Electronic deposits/bank credits (continued)

Effective date	Posted date	Amount	Transaction detail
	01/12	572.81	Cash Only Customer Deposit
	01/12	400.20	Cash Only Customer Deposit
	01/12	271.75	Cash Only Customer Deposit
	01/12	551.51	01/12Bankcard Deposit -0483205938
	01/12	908.79	Desktop Check Deposit
	01/12	3,419.44	Arizona State Tr Corp Pmt D1181950 Rmr*IV*Vehicle License Tax\
	01/13	2,615.17	01/13Bankcard Deposit -0483205938
	01/13	433.77	Desktop Check Deposit
	01/14	453.04	01/14Bankcard Deposit -0483205938
	01/14	1,423.65	Desktop Check Deposit
	01/18	1,231.55	01/18Bankcard Deposit -0483205938
	01/18	527.98	Desktop Check Deposit
	01/18	4,476.63	Arizona State Tr Corp Pmt D1182189 Rmr*IV*City Sales Tax\
	01/19	1,142.10	01/19Bankcard Deposit -0483205938
	01/19	7,520.53	Desktop Check Deposit
	01/20	1,229.97	01/20Bankcard Deposit -0483205938
	01/21	897.49	01/21Bankcard Deposit -0483205938
	01/21	1,389.88	Desktop Check Deposit
	01/21	553.13	Desktop Check Deposit
	01/24	637.59	01/24Bankcard Deposit -0483205938
	01/24	1,182.06	Desktop Check Deposit
	01/24	6,833.54	Arizona State Tr Corp Pmt D1183019 Rmr*IV*City Sales Tax\
	01/25	604.33	Cash Only Customer Deposit
	01/25	566.65	Cash Only Customer Deposit
	01/25	373.94	Cash Only Customer Deposit
	01/25	344.69	Cash Only Customer Deposit
	01/25	344.38	Cash Only Customer Deposit
	01/25	233.00	Cash Only Customer Deposit
	01/25	189.58	Cash Only Customer Deposit
	01/25	1,046.77	01/25Bankcard Deposit -0483205938
	01/25	88.92	Desktop Check Deposit
	01/25	8,651.96	Arizona State Tr Corp Pmt D1183288 Rmr*IV*State Sales Tax\
	01/25	5,348.52	Arizona State Tr Corp Pmt D1183120 Rmr*IV*Vehicle License Tax\
	01/26	471.54	Cash Only Customer Deposit
	01/26	2.60	Cash Only Customer Deposit
	01/26	328.54	Desktop Check Deposit
	01/27	475.61	01/27Bankcard Deposit -0483205938
	01/27	242.00	Tsys/Transfirst Bkcd Stmt 220126 41399800968346 41399800968346 AZ Fare-Mammoth Magist 012522
	01/28	303.31	01/28Bankcard Deposit -0483205938
	01/28	140.52	Desktop Check Deposit
	01/31	851.16	01/31Bankcard Deposit -0483205938
	01/31	18,549.64	Arizona State Tr Corp Pmt D1183850 Rmr*IV*City Sales Tax\
		\$168,706.02	Total electronic deposits/bank credits
		\$168,706.02	Total credits



Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
	01/06	122.76	< Business to Business ACH Debit - AFLAC Insurance 010422 Pcc77737477 Town of Mammoth
	01/06	81.84	< Business to Business ACH Debit - AFLAC Insurance 010422 Pcc77227652 Town of Mammoth
	01/10	46.22	< Business to Business ACH Debit - Fdms Fdms Pymt 220110 052-1712236-000 Town of Mammoth
	01/12	95.89	Bankcard Interchange Fee - 0483205938
	01/12	74.41	Bankcard Fee - 0483205938
	01/12	42.76	Bankcard Discount Fee - 0483205938
	01/12	5,990.94	< Business to Business ACH Debit - IRS Usat taxpymt 011222 220241241576171 Town of Mammoth
	01/20	48.41	< Business to Business ACH Debit - Fdms Fdms Pymt 220120 052-1386605-000 Town of Mammoth

\$6,503.23 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
25977	1,960.84	01/03	26068	301.07	01/12	26097	222.67	01/25
25992	68.76	01/05	26069	1,140.66	01/18	26098	891.00	01/24
26000	100.00	01/03	26070	973.00	01/13	26099	3,070.00	01/24
26021	532.05	01/03	26071	1,267.26	01/14	26100	136.80	01/28
26022	113.65	01/04	26072	597.52	01/13	26101	225.00	01/25
26023	2,500.00	01/04	26073	534.69	01/19	26103	109.19	01/20
26025	2,410.00	01/04	26074	432.07	01/13	26104	100.00	01/28
26028	91.88	01/14	26075	1,047.87	01/13	26105	194.61	01/26
26030	297.91	01/07	26076	1,114.84	01/11	26106	48.28	01/21
26031	1,891.69	01/07	26077	1,181.66	01/13	26107	7,054.02	01/25
26033	1,461.60	01/03	26078	1,346.01	01/18	26109	253.67	01/26
26035	553.12	01/03	26079	1,350.61	01/13	26110	11,476.54	01/31
26036	432.07	01/04	26080	615.45	01/14	26112	996.44	01/27
26043	54.02	01/03	26081	72.03	01/18	26113	1,322.79	01/28
26049	294.84	01/24	26082	1,039.94	01/13	26115	436.36	01/28
26052	1,029.33	01/03	26083	577.34	01/14	26116	432.07	01/27
26054	168.43	01/05	26084	989.71	01/14	26117	1,065.53	01/27
26055	1,087.02	01/04	26085	475.28	01/14	26118	1,119.77	01/25
26058	136.54	01/14	26086	1,765.78	01/12	26119	1,170.10	01/27
26059	842.70	01/18	26087	312.01	01/18	26120	1,221.41	01/31
26060	331.21	01/10	26088	294.84	01/24	26121	1,438.68	01/26
26061	193.57	01/12	26089	1,409.51	01/12	26122	490.39	01/27
26062	347.97	01/20	26090	632.77	01/12	26123	1,060.70	01/26
26063	500.00	01/19	26092	1,960.84	01/20	26124	903.66	01/28
26064	691.63	01/06	26093	1,093.09	01/18	26125	790.10	01/27
26065	203.56	01/18	26094	1,082.80	01/12	26126	538.00	01/31
26066	8,634.30	01/10	26095	40.00	01/24	26127	1,765.78	01/27
26067	3,065.49	01/10	26096	350.00	01/28	26128	594.31	01/28

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Checks paid (continued)

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
26130	1,409.51	01/26	26132	1,017.74	01/31	266991	1,069.89	01/18
26131	645.20	01/26	26135	1,076.42	01/27			
			\$96,339.46			Total checks paid		

* Gap in check sequence.

\$102,842.69 Total debits

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
12/31	840,934.43	01/11	904,159.04	01/21	903,085.86
01/03	835,243.47	01/12	899,596.43	01/24	907,148.37
01/04	854,477.15	01/13	896,022.70	01/25	916,319.65
01/05	857,254.15	01/14	893,745.93	01/26	912,119.96
01/06	873,123.73	01/18	893,902.14	01/27	905,050.74
01/07	887,252.21	01/19	901,530.08	01/28	901,650.65
01/10	902,766.18	01/20	900,293.64	01/31	906,797.76
Average daily ledger balance		\$890,278.19			

Addendum to Wells Fargo Commercial Account Agreement

Effective March 18, 2022, Wells Fargo is updating the descriptions of its procedures in Wells Fargo's Commercial Account Agreement (and the other agreements governing your commercial deposit account) for determining your account's available balance, posting transactions to your account, and overdrawing your account. In the event of a conflict between this update and any other agreements governing your deposit account, this update will control except as expressly modified by this Addendum, these agreements remain in full force and effect. In the Wells Fargo Commercial Account Agreement, delete the provision titled "Available balance, posting order, and overdrafts" (and similar provisions in other agreements governing your Wells Fargo commercial deposit account) and replace them with the following:

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g. wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows:

- We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.
- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available - see "Funds availability policy" section for details).
- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below:

1. We determine the available balance in your account (as described above) that we can use to pay your transactions.



**TOWN OF MAMMOTH
MINUTES OF A SPECIAL MEETING
OF THE MAMMOTH TOWN COUNCIL
MAY 13, 2021**

**These are the Minutes of a Special Meeting held by the Mammoth Town Council
On May 13, 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** Mike Martinez
3. **ROLL CALL**

PRESENT MEMBERS

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

PRESENT STAFF

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

ABSENT MEMBERS

Councilman Bustamante

4. **AGENDA ITEMS**

A. **Accept Resignation Letter of Police Chief Rudy Lujan**

Chief Lujan read his letter of resignation and stated that he would be accepting a position with Pinal County as Justice of the Peace his last day would be May 21, 2021. He thanked the council and offered to assist in finding a replacement.

Motion to Accept Chief Lujan's resignation.

Motion by Vice Mayor Martinez

Second by Councilman Adams

Roll Call Vote

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

Councilman Brewer	YES
Councilman Martinez	YES
Vice Mayor Martinez	YES

Motion Passed Vote 6-0

B. **Hire Interim Police Chief**

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

Report of Interview Committee and Discussion to Hire:

Town Clerk explained that an internal memo was provided to each council member reviewing the results of interviews. She also provided a tentative budget for the Police Department to be used to determine a salary.

Councilman Adams made a motion to hire Hank Mueller and stated he was in favor of the second candidate and Councilman Martinez agreed. Councilman Ponce asked about the other candidate and why he was off the table? Vice Mayor Martinez stated that it was because of the cost as he had asked for minimum \$80,000 per year which is out of our salary range. Councilman Ponce seconded the motion. Vice Mayor Martinez also mentioned that the other candidate when asked about if he had been fired or asked to resign, he did not disclose that he has DPS leave. Councilman Martinez stated he felt Mr. Mueller would be a better choice because he was very honest and he is young and will be with the town for a long time.

Motion to Approve to Hire Hank Mueller as Interim Police Chief

Motion by Councilman Adams

Second by Councilman Ponce

Roll Call

Councilman Bustamante Absent

Councilman Brewer YES

Councilman Adams YES

Councilman Martinez YES

Councilman Ponce YES

Vice Mayor Martinez YES

Mayor Armenta YES

Motion Passed Vote 6-0

The town clerk stated that the Police Department is the largest portion of the town budget. She presented a model with the reserves and with 2 full-time, 1 part-time and a full-time Chief and 5 part-time dispatchers, we could provide 24-hour coverage. She explained that the over-time is causing issues for the budget. She explained that we could hire a Chief at \$60,000 per year. Once the new chief is in the position and proves himself the council can look at increasing his salary. There would be a Salary budget for the Police Department \$496,346. This will allow for ample coverage for over-time for the officers. The Town Clerk explained about emergency call out policy and the issues. Mr. Ponce asked if the schedule was in compliance with state requirements. The clerk explained that it was in compliance. She explained that the dispatchers were contemplating going to 8-hour shifts. Mr. Lujan explained that there is an officer with 350 hours of vacation who can not take time off to avoid over-time. He also stated that PCSO has agreed to assist with coverage, and he has stated that he is in the process of hiring a new officer.

The mayor stated that the new Chief should be interim until the background check is completed. Vice Mayor Martinez suggested that the salary should be set at \$60,000 plus \$1,200 signing bonus for lodging and travel. This will hold him over until the town can finish the officers' living quarters. The town clerk asked to put the determination of the Chief's salary on the next meeting. Vice Mayor Martinez suggested to approve the \$60,000 now with possible perks to be determined at the next meeting. Staff suggested looking at town property to establish living quarters.

Motion to set Chief Mueller's salary at \$60,000 per year with possible perks to be decided at the May 20, 2021, council meeting

Motion by: Vice Mayor Martinez

Second by: Mayor Armenta

No vote was taken as Councilman Brewer explained that the council could not vote on the salary because it is not on the agenda. Vice Mayor Martinez stated that the salary must be on the next agenda when he is hired staff agreed.

10. Adjourn

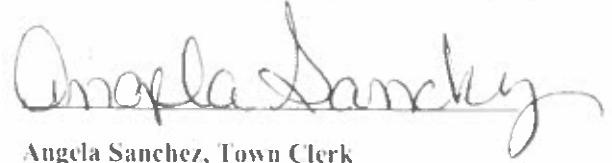
Motion is to adjourn meeting at 7:35 PM

Motion by: Vice Mayor Martinez

Second by: Councilman Martinez

Motion Passed Vote 6-0

I certify that the preceding is a true and correct copy of the Town of Mammoth Council Meeting held May 13, 2021. I further certify that the meeting was duly called and held.

A handwritten signature in cursive script that reads "Angela Sanchez". The signature is written in black ink and is positioned above a horizontal line.

Angela Sanchez, Town Clerk



**TOWN OF MAMMOTH
MINUTES OF A REGULAR MEETING
OF THE MAMMOTH TOWN COUNCIL
January 20, 2022**

**Minutes of a Regular Meeting of the Mammoth Town Council
On January 20, 2022 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 adhere to Social Distancing and Masking Measures.

1. **CALL TO ORDER** – This meeting was called to order at 7:06 PM Mayor Armenta
2. **PLEDGE OF ALLEGIANCE** J. Schempf
3. **ROLL CALL**

PRESENT MEMBERS

Mayor Armenta
Vice Mayor Bustamante (by Phone)
Councilwoman Martinez
Councilman Martinez
Councilman Brewer
Councilman Ponce

PRESENT STAFF

Attorney S Cooper
Town Manager J. Schempf
Town Clerk A. Sanchez

ABSENT MEMBERS

Councilman Adams

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.

Joe Arnold Estrada addressed the council to explain that he is interested in being reappointed as Magistrate for the Town of Mammoth and that if there are any questions, he is available to respond. He stated he has been the Magistrate for the town for 11 years.

5. **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

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

FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE OF EVENTS.

The mayor stated the Town Manager would give his report orally, but the Town Manager asked to wait until after the pool to give his report.

Motion to approve the consent agenda minus the Town Manager, Town Clerk, Police Chief's reports and Minutes for December 16th and approve accounts payable including staff reports, and Minutes for December 29th.

Councilwoman Martinez amended her motion to approve the consent agenda minus the Town Manager, Town Clerk, Police Chief's reports and Minutes for December 16th and Minutes for December 29th and approve accounts payable including staff reports.

**Motion by Councilwoman Martinez
Motion Passed Vote: 6-0**

Seconded by Councilman Martinez

The Town Manager John Schempf gave his oral report and stated that the bridge loan was approved. He stated he had met with the design firm working on the water project and received an update.

The Town Clerk Angela Sanchez gave her oral report. She informed the council of the status of the Congressional Direct Spending grant for the two patrol cars is awaiting approval of the final Federal Budget. As a result, the funds should be available sometime in April 2022. She also announced to the council that she is resigning from her position as town clerk to accept another offer of employment and that pending her two-week notice her last day with the town would be February 4, 2022.

The Police Chief Hank Mueller gave his oral report by reading a letter to the council regarding his background and record in law enforcement. He stated that this information was provided to the council in his hiring interview and was frustrated that it was being brought up again now. He stated that any notice of claim in any law suit in which he had been named he has never been found responsible in his entire law enforcement career. He also explained that no employer has been found responsible or had to pay out any judgement or settlement as a result of his actions. He stated he has documentation to support his statements. He stated that he currently has a defamation of character and slander case against a former Mammoth Police Officer whom he arrested. He has legal representation and is currently pursuing this issue due to inflammatory statement made about him by said officer. He stated that statement with regards to his issue have surfaced and urged the council to refrain from any further dissemination of these false statements.

Councilman Brewer stated that he would like to respond because his statements were directed at him. He stated that he was made aware of the information and took it to the Town Manager because it was the proper way to handle the situation so the Town Manager can investigate the claims made which is his responsibility.

Councilwoman Martinez stated that she appreciated his transparency during the interview and all council members were present and aware. This should not have come up again and that he has done a good job as Chief of Police.

The town clerk explained that in the Minutes for December 16th there were some errors that needed to be corrected because they reflect Councilman Martinez voting and he was absent so the changes will reflect that he was absent and did not vote for or against any motion in the minutes. Vice Mayor Bustamante

Motion is to appoint Joe Dietz to fill the vacant council position.

Motion by Councilman Brewer

Seconded by Councilman Martinez

Roll Call Vote:

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

Motion Passed Vote: 4-2

Councilwoman Martinez asked to go on record stating "the last time a council member was appointed we did not entertain candidates when Mr. Ponce was appointed because they had run in the last election and lost so to over ride the will of the people now is ridiculous."

The Town Attorney Steve Cooper swore in Joe Dietz as council member. Councilman Dietz took his place at the table to participate in the meeting.

7. OLD BUSINESS

A. Requesting Reconsideration of Vote on item 9-B on December 16, 2021 Agenda

The Town Attorney Steve Cooper explained that Councilman Ponce contacted him that he wanted to reconsider his vote as he did not understand what he was voting on. Councilwoman Martinez asked for the reason for reconsideration. Councilman Ponce stated that he was having problems with his hearing so he did not understand the motion.

The town clerk read the original motion which was "keep all commissioners the same except to make Councilman Ponce the Public Works Commissioner and Vice Mayor Bustamante the Parks and Recreation Commissioner.

Motion to reconsideration of vote on item 9-B on December 16, 2021 Agenda

Motion by Councilman Ponce

Seconded by Councilman Martinez

Roll Call Vote:

Vice Mayor Bustamante	YES	Councilwoman Martinez	NO
Councilman Brewer	YES	Councilman Martinez	YES
Councilman Ponce	YES	Councilman Dietz	YES
Mayor Armenta	NO		

Motion Passed VOTE-5-2

B. Consideration and Possible Action to Approve Appoint New Commissioners

Councilwoman Martinez stated that according to town policy states that the Council must appoint qualified commissioners so she would like to know each person qualifications.

The Town Attorney Steve Cooper suggested that if the council would like to review qualifications that they table the item until the council has had an opportunity to do so.

Councilwoman Martinez asked Vice Mayor Bustamante what his qualifications are to be Police Commissioner. Vice Mayor Bustamante raised point of order and asked for a vote.

Councilwoman Martinez asked to go on record that Robert’s Rules of Order states that there should be a motion, second and discussion before a vote,” “She also asked to go on record that this was orchestrated by Councilman Brewer to side track the Police Department.” “She also stated that she feels Vice Mayor Bustamante is not qualified and that she has multiple degrees in law enforcement and background serving with the Pinal County Sheriff’s Department and Vice Mayor Bustamante did nothing when he was Police Commissioner before.” Vice Mayor Bustamante asked the mayor to gavel her comments as they were untrue.

Motion to Appoint Vice Mayor Bustamante as Police Commissioner, Juan Ponce as Public Works Commissioner, Michael Martinez as Park and Recreation Commissioner and Mayor Armenta as Administration Commissioner.

Motion by Councilman Brewer

Seconded by Councilman Dietz

Amended Motion to Appoint Vice Mayor Bustamante as Police Commissioner, Juan Ponce as Public Works Commissioner, Michael Martinez as Park and Recreation Commissioner and Mayor Armenta as Administration Commissioner and Councilman Brewer as Planning and Zoning.

Motion by Councilman Brewer

Seconded by Councilman Dietz

Roll Call Vote:

Vice Mayor Bustamante	YES	Councilwoman Martinez	NO
Councilman Brewer	YES	Councilman Martinez	YES
Councilman Ponce	YES	Councilman Dietz	YES
Mayor Armenta	YES		

Motion Passed Vote: 6-1

C. Discussion and Possible Action to Revise Mammoth Fire Department Protocol

Councilwoman Martinez stated she feels that this issue needs to be discussed because there was a fire and the fire department did not handle it properly so it needs to be addressed to prevent further issues. Councilman Ponce stated he did not agree. The Town Clerk stated that town management sent a letter of concern to the Fire District and the Protocol has been amended temporarily until the Fire District Board can meet and discuss the issues.

Motion to table this item until the Fire District Board meets to discuss this item

Motion by Juan Ponce

Seconded by Councilwoman Martinez

Motion Passed Vote:7-0

8. NEW BUSINESS

B. Discussion and Approval of Emergency Purchase of Pump for Chlorinator for Well 5 in the Amount of \$6,942.35

Town manager explained that staff purchased 2 pumps one for well #5 and one to have on the shelf in case another one needs to be replaced.

Motion to approve emergency purchase of pump for chlorinator for Well #5 in the amount of \$6,942.35.

Motion by Councilwoman Martinez

Seconded by Councilman Martinez

Motion Passed Vote: 7-0

C. Discussion and Possible Approval of Request a Letter of Support from the Town Indicating the Importance of Broadband and Internet Services in the Community

Motion to approve Letter of Support from the Town indicating the importance of broadband and internet services in the community

Motion by Councilwoman Martinez

Seconded by Councilman Martinez

Motion Passed Vote: 7-0

D. Discussion and Possible Approval to Contract for Building Plan Review and Building Inspection Services with Aoka Engineering LLC

The Town Manger stated that we are currently receiving no revenue from the County for building permits. With this company we will receive 35% of the permit fees.

Motion to approve Approval to Contract for Building Plan Review and Building Inspection Services

Motion by Councilwoman Martinez

Seconded by Councilman Martinez

Motion Passed Vote: 7-0

E. Discussion of TextMyGov Communication Proposal

The Town Manger stated that this is a way to notify residents if there is a water leak or a fire but it is rather costly. He wanted the Council to possibly consider something similar in the future.

F. Discussion of New Cemetery Site and Discussion on Current Cemetery Status and Need to Find New Site and New Rules

Councilwoman Martinez stated that there is an issue with the cemetery filling up rather quickly because all of the cemeteries in surrounding towns are at capacity. We need to start looking at coming up with a new site for a new cemetery and also look at new regulations for the cemetery.

G. Discussion of Possible Concerns with Dual Office and Conflict of Interest

Councilwoman Martinez stated that the town policies can be stricter than the state on conflict of interest. She contacted the league and the policy states that if you have a substantial interest you cannot vote. Having a council member on the Fire District Board and making decisions regarding the fire district is in violation.

Town Attorney Steve Cooper explained that he has provided a legal opinion on this matter and it was provided to the council in a confidential packet.

H. Discussion and Possible Approval of Creating a Sign In/Out Log for Council Members Wishing to Speak with Town Manger/Town Clerk to Include Names, Time In/Out and Subject Matter Discussed to Include In-person and Phone Calls

Motion to go into executive session

Motion by Councilwoman Martinez

Seconded: No Second

Motion Died Due to No Second

Councilwoman Martinez stated that she feels this is important because council member is going into the Town Hall interrupting town staff from doing their work with personal issues. This is unprofessional and a misuse of town staff and resources. Vice Mayor Bustamante stated that this did not apply to him.

The town clerk explained that it is very difficult for staff to get their work done with numerous interruptions, but she is concerned that if a council member came to staff in confidence, it would be an issue and create more work for staff. The Town Attorney Steve Cooper stated that he has provided a legal opinion in the confidential packet to the council. Councilman Ponce stated he feels that there are times that he needs information from staff and that is part of being a council member. Council members should have access to staff within reason. The Town Clerk suggested that council members go through the mayor as she is the Commissioner for Administration.

Motion to approve Creating a Sign In/Out Log for Council Members Wishing to Speak with Town Manger/Town Clerk to Include Names, Time In/Out and Subject Matter Discussed to Include In-person and Phone Calls

Motion by Councilwoman Martinez

Seconded by: No Second

Motion Died Due to No Second

Motion to have council members direct their concerns to the mayor and she will go to staff with concerns.

Motion by Councilwoman Martinez

Seconded by: Councilman Martinez

Motion Passed Vote: 4-3

9. Mayor and Council Comments

Councilwoman Martinez expressed concerns about violations of open meeting law with council members discussing issues before the meeting.

Vice Mayor Bustamante suggested that the people who are interested in being on the council might want to participate on the Planning and Zoning or Park and Recreation Boards for the town.


Motion is to adjourn meeting at 9:20 PM

Motion by: Mayor Armenta

Second by: Councilwoman Martinez

Motion Passed Vote 7-0

I certify that the preceding is a true and correct copy of the Town of Mammoth Council Meeting held January 20,2022. I further certify that the meeting was duly called and held.


Angela Sanchez, Town Clerk

MUNICIPAL PROPERTY/WATER PROJECT ITEMS

RESOLUTION OF MEMBERS OR STOCKHOLDERS

Town of Mammoth Municipal Property Corp.
(Name of Association)

PO Box 130 Mammoth, AZ 85618-

(Address, including Zip Code)

RESOLVED, that the Governing Board of this Association be and it hereby is authorized and empowered to take all action necessary or appropriate -

1. To obtain for and on behalf of the Association through the United States Department of Agriculture (USDA) or any other Governmental agency:
 - (a) A loan in a sum not to exceed \$ \$500,000.00 ;
 - (b) A grant in a sum not to exceed \$ \$6,976,790.00 ;
 to be advanced by the lender or grantor in one or more advances at such time or times as may be agreed upon.
2. In case of a loan or grant or both -
 - (a) For the execution of such application or applications (including exhibits, amendments and/or supplements thereto) as may be required;
 - (b) For the execution and delivery to the lender or grantor of all such written instruments as may be required in regard to or as evidence of such loan or grant; and
 - (c) In its judgment to carry out the terms of this resolution.
3. And in case of a loan -
 - (a) To obligate this Association for the repayment of the loan at such rates of interest and on such other terms and conditions as the Governing Board shall deem proper;
 - (b) To pledge, hypothecate, mortgage, convey, or assign property of this Association of any kind and in any amount now owned or hereafter acquired, as security for any or all obligations (past, present and/or future) of this Association to such lender; and
 - (c) From time to time to pay, extend, or renew any such obligations.

CERTIFICATION

I, the undersigned, as _____ of the above named Association, hereby
(Secretary) (Acting Secretary)
 certify that said Association on the _____ day of _____, had _____
(Number)
 _____; that _____ of these
(members) (stockholders) or (shares of voting stock outstanding)
 constituted a quorum; that _____ said members or stockholders or shares of voting stock were present at a meeting
 of the members or stockholders duly called and held on the _____ day of _____;
 that the foregoing resolution was adopted at such meeting by the affirmative vote of _____ said members
 or stockholders or shares of voting stock; and that said resolution has not been rescinded or amended in any way.

Dated this day _____ of _____.

Secretary of Town of Mammoth MPC

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

A RESOLUTION OF THE Board of Directors

OF THE Town of Mammoth Municipal Property Corporation

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS IN THE

PRINCIPAL AMOUNT OF 500,000.00 FOR THE PURPOSE

OF PROVIDING A PORTION OF THE COST OF ACQUIRING AND CONSTRUCTING A

Water PROVIDING FOR THE COLLECTION, HANDLING, AND DISPOSITION OF REVENUES THEREFROM AND AUTHORIZING MAKINGS OF PROMISSORY NOTE(S), SECURITY INSTRUMENTS, AND PLEDGES OF REVENUES TO EVIDENCE AND SECURE THE PAYMENT OF SAID INDEBTEDNESS AND FOR RELATED PURPOSES.

WHEREAS, the Board of Directors, (hereinafter referred to as the "Organization"), was organized under A.R.S. Title 9

_____ for the purpose of providing a

Water Service (hereinafter referred to as the "Facility") to serve the Members of the said Organization; and

WHEREAS, a meeting of the members of the said organization was held on the _____ day of _____ pursuant to proper notice thereof to consider plans for the acquisition and construction methods of financing the Facility;

and, as shown by the minutes of said meeting, of the _____ members of record of the organization there were present and voting _____ and by a recorded majority vote, the Facility and its financing authorized; and,

WHEREAS, the proposed Facility is to be constructed and equipped in accordance with plans, and specifications prepared by Bowman Consulting Group, Ltd.

and in order to finance the Facility, the Board of Directors (hereinafter referred to as the "Board") is authorized and empowered, in their discretion, for and in the name of the organization, to make application to the United States of America, acting through the United States Department of Agriculture, (hereinafter referred to as the "Government"), for financial assistance; to cause the execution and delivery of a promissory note or notes or other evidence of indebtedness (hereinafter referred to as the "note"), and appropriate security instruments to secure any loan or loans made or insured by the Government, to comply with any requirements, terms or conditions prescribed by the Government or by Government regulations; and to execute contracts or enter into agreements and, without limitation, to take any and all other action as may be necessary, incidental or appropriate to finance, acquire, construct, complete, and/or equip the Facility for and on behalf of the Organization.

NOW THEREFORE, it is hereby resolved by the Board as follows:

Section 1. (Determination of Board). That it is necessary to defray a portion of the costs of financing the Facility by obtaining a loan made or insured by the Government in accordance with applicable provisions of the Consolidated Farm and Rural Development Act, it being determined that the Organization is unable to obtain sufficient credit elsewhere to finance the Facility, taking into consideration prevailing private and cooperative rates and terms currently available;

Section 2. (Terms of Loan). That the Organization borrow 500,000.00 and issue as evidence thereof an installment promissory note in the form prescribed by the Government for the full principal amount of the loan. The note shall be signed by the President, attested by the Secretary and have the corporate seal of the Organization affixed thereto, and shall bear interest from its date, which shall be the date of delivery at a rate not to exceed 1.5 percent per annum, the principal and interest shall be paid over a period of 40 years in accordance with the payment schedule set forth in the promissory note, until the principal and interest are fully paid except the final payment of the entire indebtedness, if not sooner paid, shall be due and payable 40 years from the date of the note. Each payment shall be applied first to the payment of the accrued interest and second to the payment of the principal. Prepayments of any installment may be made in any amount at any time at the option of the Organization.

Section 3. (Assignment and Pledge of Revenue). The indebtedness hereby authorized to be incurred, together with the interest thereon, shall be payable from the gross income and revenue to be derived from the operation of the Facility, a sufficient portion of which, to pay the principal and interest as and when the same shall become due, is hereby assigned, and pledged and shall be set aside for that purpose and this assignment and pledge shall extend to and include any assessments that may be levied pursuant to Section 5 (d) hereof.

Section 4. (Protection and Disposition of Funds). The President of the Organization shall be the custodian of all funds of the Organization. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.

The President is hereby directed to establish the following accounts into which the current funds of the Organization, note proceeds, the revenues from the Facility and any other income shall be deposited, which accounts shall be continually maintained, except as otherwise provided, so long as the indebtedness hereby authorized remains unpaid:

(a) Construction Account.

The proceeds of the borrowing hereby authorized not disbursed contemporaneously with loan closing for incurred Facility costs, and at least the amount of 0.00 to be contributed by the Organization from the collection of initial connection fees, membership fees or contributions shall be deposited in the Construction Account which shall be established as required by the Government. Withdrawals from the construction account shall be made only on checks signed by the

Mayor of the Organization as authorized by the Board from time to time, and with prior concurrence of the Government. At the option of the Government, the construction account may be established as a "supervised bank account". Amounts in the supervised bank account exceeding \$100,000 shall be secured by the depository bank in advance in accordance with U.S. Treasury Department Circular No. 176. Withdrawals from a supervised bank account

shall be made only on checks signed by the Town Clerk of the Organization and countersigned by an authorized official of the Department of Agriculture. The Organization's share of any insurance or liquidated damages and other monies paid by defaulting contractors or their sureties will be deposited in the Construction Account to assure completion of the Facility. When all construction costs have been paid in full, any balance remaining in the Construction Account may be applied on the loan or used for other authorized purposes that have been approved by the Government and the Construction Account shall be closed.

(b) General Account

As soon as the facility becomes revenue producing, all funds received shall be set aside in an account to be designated as the General Account, and disbursements and transfers from this account shall be in the following priority: Debt Service, Operations and Maintenance, transfers to Reserve Account. Monies deposited in the General Account shall be used only in the manner and order as follows:

(1) Borrowers making monthly USDA Debt Service Payments shall use the General Account for making such payments plus operating and maintenance expenses. Also, funds will be transferred from this account to the Reserve Account in accordance with (d) below.

(2) Borrowers making other than monthly USDA Debt Service Payments shall use the General Account to pay operating and maintenance expenses. Other transfers from this account will be made in the following order: (i) Transfers to the Debt Service Account will be made in accordance with (c) below. (ii) Transfers to the Reserve Account will be made in accordance with (d) below.

(c) Debt Service Account

For borrowers on other than monthly debt service payments, transfers, in proportion to income availability, shall be made from the General Account and set aside in an account designated as the Debt Service Account, in sufficient amounts which will accumulate for the next installment on the note.

(d) Reserve Account

From the remaining funds in the General Account, after transfers and payments required in (b)(1) or (b)(2) and (c), there shall be set aside into an account(s) designated as the Reserve Account(s) the sum of 144.00

each month until the sum of 17,280.00 is reached. With the prior written approval of the Government, funds may be withdrawn and used for such things as loan installments, emergency maintenance, extensions to facilities and replacement of short-lived assets, subject to conditions established by the Government.

(e) Whenever there shall accumulate in the General Account amounts in excess of those required in subsections (b)(1) and (2), (c), and (d), such excess will be used by the organization to make prepayments on the loan or retained in the General Account.

(f) The accounts required in subsections (b)(1) and (2), (c), and (d) may be established and maintained as bookkeeping accounts or as separate bank accounts at the election of the Organization, unless otherwise directed by the Government.

Section 5. (Other Covenants and Agreements of the Organization). The Organization covenants and agrees that so long as the indebtedness hereby authorized remains unpaid:

(a) It will indemnify the Government for any payments made or losses suffered by the Government.

(b) It will comply with applicable State laws and regulations and continually operate and maintain the Facility in good condition.

(c) It will impose and collect such rates and charges that gross revenues will be sufficient at all times to provide for payment of the operation and maintenance thereof; the installment payments on the note; and the maintenance of the various funds herein created. All service rendered by or use of the Facility shall be subject to the full rates prescribed in the rules and regulations of the Organization; no free service by or use of the Facility will be permitted.

(d) It will cause to be levied and collected such assessments as may be necessary to operate and maintain the Facility in good condition and meet installment payments on the note when the same become due if, for any reason, gross revenues are insufficient.

(e) It will establish and maintain such books and records relating to the operation of the system and its financial affairs, and will provide for the annual audit thereof, in such manner as may be required by the Government; will provide the Government without its request a copy of each such audit; and will make and forward to the Government such additional information and reports as it may from time to time require.

(f) It will provide the Government, at all reasonable times, access to all books and records relating to the Facility and access to the property of the Facility so that the Government may ascertain that the Organization is complying with the provisions hereof and with the provisions of other instruments incident to the making or insuring of the loan.

(g) It will maintain at least such insurance and fidelity bond coverage as may be required by the Government.

(h) It will not borrow any money from any source or enter into any contract or agreement or incur any other liabilities in connection with making extensions or improvements to the Facility, exclusive of normal maintenance, without obtaining the prior written consent of the Government.

(i) It will not cause or permit any voluntary dissolution of its organization, or merge or consolidate with any other organization, without obtaining the prior written consent of the Government. It will not dispose of or transfer title to the facility or any part thereof, including lands and interest in lands, by sale, security instrument, lease or other encumbrance, without obtaining the prior written consent of the Government. Revenue in excess of the amount required to maintain the accounts described by Section 4 herein will not be distributed or transferred to any other organization or legal entity.

(j) It will not modify or amend the Articles of Incorporation or the Bylaws of the Organization without the written consent of the Government.

(k) It will provide adequate service to all persons within the service area who can feasibly and legally be served and will obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the organization or public body.

(l) All present and future contract rights, accounts receivable, and general intangibles arising in connection with the facility are pledged as security for the loan.

(m) It will comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing adverse environmental impacts of the facility's construction or operation.

Design Progress Summary

December 28, 2021

Prepared by: Chad M. Crockett, PE



Summary:

The following design services have been completed or are underway:

- The Town has been mapped via an aerial survey, which provided the necessary system location and elevation information.
- We have taken pressure readings at every hydrant in the system to identify the high-pressure locations. This information has also helped clarify how the system pipes are laid out.
- On multiple occasions we have met in person with Town staff to clarify system operation, inspect the booster station, tanks, wells, and receive feedback from Town staff.
- We also had the utility companies bluestake locate (paint their utility locations) areas throughout the system where we are unsure how the water system pipes are connected. As part of this we had our subconsultant, Safe Site, survey these areas using Ground Penetrating Radar (GPR), which identifies where pipes are located underground. By comparing the bluestake marks with the GPR data we determined if there are system pipes in areas previously unknown.
- Using data available from the Town and our site investigations we have created an existing system map which has the most current information on one map.
- Using the system map and collected data, we have created a water model which represents how the water system is operating.
- From the water model we analyzed the system and determined the cause of system problems such as high pressures.
- We have created a preliminary right of way map
- Construction plans are at 60%
- Preliminary design report is being compiled

Bowman has billed approximately \$350,000 for the above services.

OLD BUSINESS ITEMS

j.schempf@townofmammoth.us

From: Sharon Jakubowski-Wolz <sjakubowskiwolz@kearnyaz.gov>
Sent: Thursday, February 10, 2022 7:39 AM
To: j.schempf@townofmammoth.us
Cc: Wallace Kenney
Subject: RE: Mammoth Dispatch Cost Comparison

John,

My understanding is that the Mammoth PD requires support for a digital radio system and records management system to which Kearny PD cannot provide. So, at this time, we would not be able to accommodate your request. We wish you the best in your endeavors with PCSO.

Regards,



Sharon Jakubowski Wolz
Town Manager
912-C Tilbury Drive
POB 639
Kearny, AZ 85137
520.363.5547



When recorded return to
Clerk of the Pinal County Board of Supervisors
P.O. Box 827
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT RADIO DISPATCHING SERVICES
BETWEEN PINAL COUNTY AND THE TOWN OF MAMMOTH**

This Intergovernmental Agreement ("Agreement") between Pinal County ("County") and the Town of Mammoth ("Mammoth"), collectively "the Parties," is for the purpose of providing law enforcement radio communications dispatcher services by the County, through the Pinal County Sheriff's Office ("PCSO"), to the Mammoth Police Department ("MPD").

RECITALS

WHEREAS, the Parties are authorized by A.R.S. § 9-498 and A.R.S. § 11-952 to enter into this Agreement, and each party is authorized by state law to provide law enforcement services within Mammoth's municipal boundaries; and

WHEREAS, it is economically advantageous to Mammoth to contract with the County for law enforcement dispatch services at this time; and

WHEREAS, the Parties desire to improve the quality, efficiency, and timeliness of law enforcement response communications to County residents served by Mammoth; and

WHEREAS, the County desires to provide Mammoth with direct access to PCSO's radio communications system for the express purpose of cooperation and coordination with neighboring law enforcement agencies; and

WHEREAS, PCSO and MPD have agreed upon the logistic and technical details contained in this Agreement and both recommend approval of this Agreement to the Pinal County Board of Supervisors and the Mammoth Town Council.

AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

1. **PURPOSE AND INTENT.** The purpose of this Intergovernmental Agreement is for the County, by and through PCSO dispatchers at PCSO's dispatching facility, to provide 24-hour law enforcement radio communications dispatch services to MPD as necessary. The County, through PCSO, operates, manages and maintains a dispatching facility, emergency communications system, automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a law enforcement dispatch center. PCSO is the primary Public Safety Answer Point ("PSAP") for all 9-1-1 calls within its geographic area of responsibility.
2. **TERM.** The initial term of this Agreement shall be three years, beginning this 1st day of September, 2017. The Agreement shall automatically be renewed for additional one-year terms at the end of the initial term, unless otherwise terminated by the parties pursuant to the terms of this Agreement.

3. **TERMINATION.** Either party may terminate this Agreement for any reason by providing written notice thereof to the other party on or before 90 days from the end of the then-current term. In the event of termination of this Agreement; Mammoth shall be responsible for all costs associated with disconnecting and removal of all radio and telecommunication circuits which were installed in accordance with this Agreement and which are exclusive to Mammoth.

4. **MUTUAL OBLIGATIONS.**

A. Under this Agreement the COUNTY agrees to the following:

- i. Make automated dispatching using computer-aided dispatching capability available to MPD, including: location of events using cross streets, addresses, and map coordinates as may be available; maintenance of status time, including time received, time dispatched, time first unit on scene, and time last unit cleared from scene. Routine radio contact between MPD and PCSO will include tracking status and location of all designated units operated by MPD.
- ii. Provide MPD with initial dispatch communications on the PCSO primary channel 1. If MPD has emergency traffic or traffic that will interfere with communications on PCSO channel 1, PCSO dispatch will transfer MPD communications to the PCSO secondary channel 2. MPD.
- iii. Record all MPD radio transmissions (from PCSO channel 1 or PCSO channel 2) as received at PCSO's dispatch center, and all telephone transmission on emergency lines present in the PCSO dispatch center. PCSO will maintain all recordings for a period not to exceed 90 calendar days, after which such records shall be destroyed. If timely request by MPD, PCSO will provide recordings of the radio transmissions.
- iv. If requested by MPD, PCSO will provide summary listings to MPD of call data by month, quarter, or year as generated by the CAD system.
- v. Maintain all equipment beyond the demarcation point following installation and any warranty period expiration.
- vi. Provide equipment specifications and the frequency information needed to be programmed on their radios necessary to communicate to PCSO under this agreement.
- vii. Maintain the PCSO dispatch center and all on-premises PSAP and radio system equipment.

B. Under this Agreement MAMMOTH agrees to the following:

- i. Pay an annual dispatch services and equipment usage fee of \$4037,000, on the 1st day of July throughout the duration of this Agreement. The County shall send the bill or invoice to Mammoth no less than 15 days before the billing date pursuant to the Notice terms of this Agreement

In addition to the aforementioned regularly-scheduled usage and equipment fees, the County shall bill or invoice Mammoth for any additional costs incurred as a result of this Agreement. For such other costs, County shall send bill/invoice to Mammoth pursuant to the Notice terms of this Agreement and Mammoth shall pay the invoice no less than 30 days after receipt thereof.

Bills and invoices shall be deemed received by Mammoth on the post-marked date they are mailed.

- ii. Supply and maintain all equipment required for MPD to provide voice radio dispatching up to a demarcation point established as the connection to the PCSO dispatch center console interface patch panel.

- iii. Pay for the installation and cost of any radio system equipment or telecommunications circuits beyond the demarcation point, which are added to PCSO dispatch console equipment in order to provide basic dispatch service.
- iv. Be responsible for their own subscriber units, both mobile and portable radios used by MPD. Radios must be compatible with the PCSO radio system and meet P25 standards.
- v. Be responsible for the acquisition, programming and maintenance of MPD radios and MPD equipment.
- vi. Work within the existing procedures used by PCSO for dispatching contained in PCSO's Communications Manual (and not use MPD's dispatching procedures). MPD's procedures and requirements for law enforcement dispatching shall be those set forth in PCSO's Communications Manual and thereafter shall be utilized for MPD dispatching.

5. SCOPE OF SERVICES. The County, through PCSO, agrees to provide dispatch services to Mammoth, 24 hours per day, seven days per week during the initial term and any extended term of this Agreement as otherwise provided in this Agreement.

6. SUPERVISION. All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of PCSO. PCSO shall have full authority to manage all requirements under this Agreement, which include but are not limited to, determining equipment needs, personnel requirements/qualifications, budget obligations, response time, and reporting obligations necessary to carry out this Agreement. Regarding PCSO's authority to determine equipment needs under this Agreement, PCSO shall have unilateral authority to determine basic radio dispatch equipment needs.

At all times throughout the duration of this Agreement, the County shall have sole supervisory authority over County personnel and Mammoth shall have sole supervisory authority over Mammoth personnel.

7. EQUIPMENT AND MATERIALS. Throughout the duration and after termination of this Agreement, County-owned equipment and materials shall remain the property of the County and likewise Mammoth-owned equipment and materials shall remain the property of Mammoth.

The Parties agree that PCSO may create an equipment replacement fund as a sub-line item in the PCSO budget to be exclusively used to offset any future radio/equipment replacement or upgrade necessary for PCSO to provide to Mammoth the services referenced in this Agreement. Such a fund will be partially funded from Mammoth's payments for services provided under this Agreement and from similar Agreements that the County may execute with other municipalities or towns for like services.

8. ORIGINATING AGENCY IDENTIFIER. Mammoth agrees that MPD's Originating Agency Identifier ("ORI") with the National Crime Information Center will be replaced with the PCSO's ORI.

9. MISCELLANEOUS FEES. In the event that the County is charged a fee by any agency, department or bureau of the State of Arizona or of the United States that relates to services provided under this Agreement, said fee shall be paid pro rata by Mammoth. Thus, if 1% of the calls received by PCSO dispatch result in PCSO dispatch contacting MPD for a service call, then Mammoth will be responsible to pay 1% of any fee incurred by the County relating to PCSO's dispatch services.

10. MODIFICATIONS. For each succeeding term this Agreement is in effect, PCSO shall forward to Mammoth by August 1 any proposed cost changes of the next succeeding term's quarterly payments. Said cost changes shall be based on factors including, but not limited to, increased dispatch personnel wage/salary and employee related expenses. All such changes shall be incorporated into this Agreement via written addendum.

11. STANDARD OF SERVICES. PCSO shall provide communication services that comply with applicable industry standards for public safety communications

12. FIRE DEPARTMENT EXCLUSION. This Agreement does not cover or include radio communications services for Mammoth's fire department.

13. INDEMNITY. To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

14. NOTICES. All notices to the other Party required under this Agreement shall be in writing and sent via U.S. Mail to the following:

If to Mammoth: Don Jones
Town Manager
P.O. Box 130
Mammoth, Arizona 85618

If to the County: Matt Thomas
Chief Deputy
971 Jason Lopez Circ.
Bldg. C
Florence, Arizona 85132

15. MISCELLANEOUS.

A. 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.

B. WAIVER OF TERMS AND CONDITIONS: 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.

- C. CONFLICTS OF INTEREST:** The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- D. COMPLIANCE WITH CIVIL RIGHTS:** The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- E. WORKER'S COMPENSATION:** 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.
- F. COMPLIANCE WITH LAWS AND POLICIES:** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- G. 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.
- H. 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.
- I. NONASSIGNMENT.** Neither Party shall assign its interest in this Agreement, either in whole or in part.
- J. 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.
- K. 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.

L. ARBITRATION: To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration. To the extent permitted by law, each party agrees to bear its own costs of arbitration fee.

M. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION. The terms of this Agreement shall be construed in accordance with the laws of the State of Arizona. If any applicable arbitration fails, all claims or actions arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below:

Town of Mammoth

Pinal County

By: _____
Sign

By: _____
Sign

Print Name
Mayor & Town Council Chairwoman

Print Name
Chairman, Board of Supervisors

Date: _____

Date: _____

Attest: _____
CLERK OF THE TOWN COUNCIL

Attest: _____
CLERK OF THE BOARD

Approved as to form:

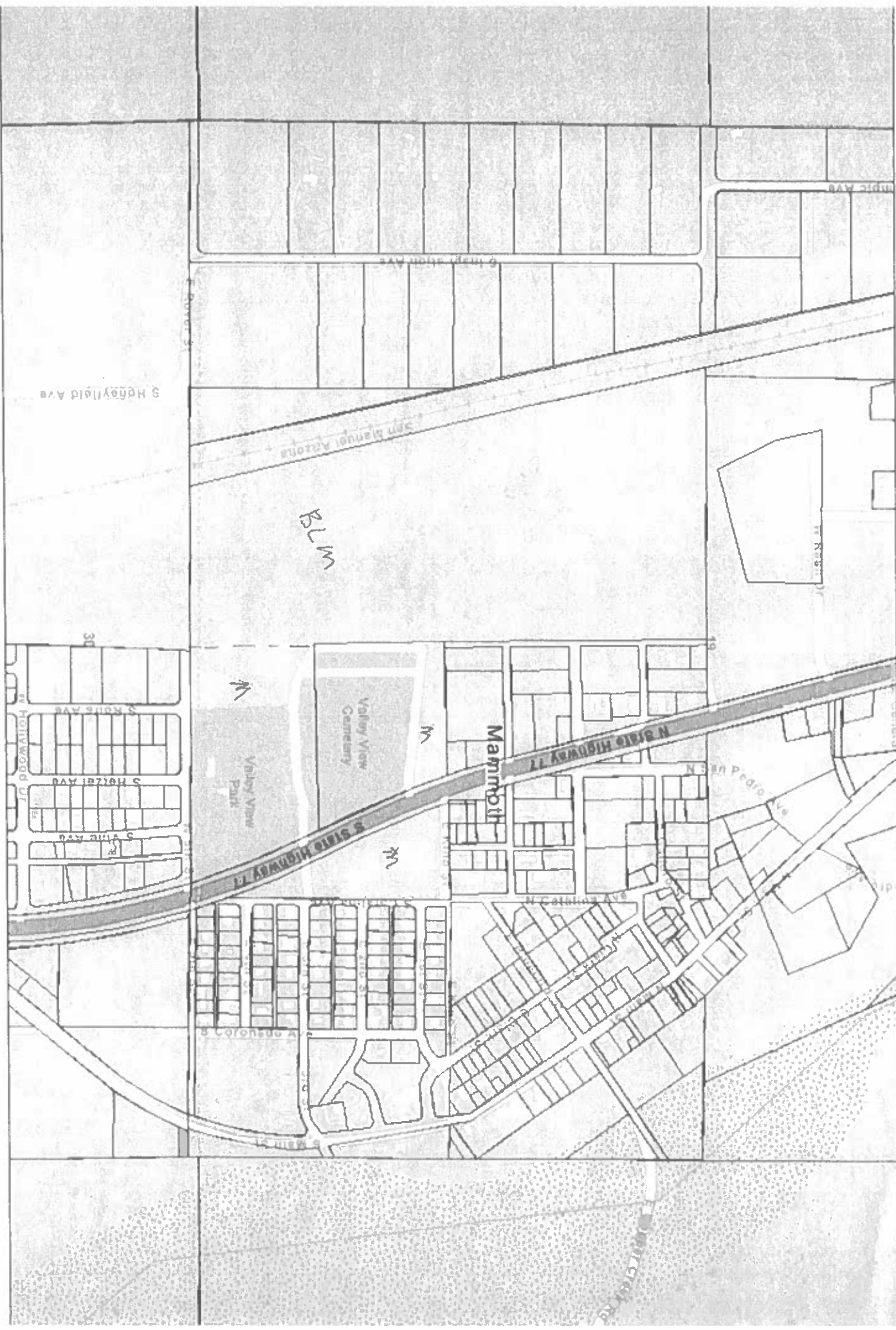
Approved as to form:

Sign

Print Name
Town Attorney

Sign

Print Name
Deputy County Attorney



Pinal County Assessor's Office
 Box 709
 N Pinal St
 Phoenix, AZ 85132

Disclaimer: Pinal County does not guarantee that any information contained within this dataset or map is accurate, complete, or current. This data is for informational use only and does not constitute a legal document for the description of these properties. The Pinal County disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data. The boundaries depicted within this document are for informational purposes only. Users should independently research, investigate, and verify all information before relying on this map or using this map in the preparation of legal documents.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0012
Expires: March 31, 2019

APPLICATION FOR LAND FOR
RECREATION OR PUBLIC PURPOSES

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

Date 02/24/2022	Serial Number (BLM use only) AZA 05328
Home phone (include area code) (520) 431-4955	

1a. Applicant's name Mayor Armenta, Town of Mammoth, AZ	b. Address (include zip code) P.O. Box 130 Mammoth, AZ 85618	Business phone (include area code) 520-487-2331
--	---	--

2. Give legal description of lands applied for (include metes and bounds description, if necessary)

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
Lots 3 and 4	18	T. 8 S.	R. 17 E.	Gila and Salt River

County of Pinal	State of Arizona	Containing (acres) 79.13
--------------------	---------------------	-----------------------------

3a. This application is for: Lease Purchase (If lease, indicate year)

b. Proposed use is Public Recreation Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

Renewal of existing lease AZA 05328 for a rodeo arena, ball park, and picnic area.

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

Arizona Revised Statutes Section 9-401

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or public purposes pursuant to the Recreation and Public Purposes Act, consider this application as a petition for such classification.

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? Yes No (If "no," describe the situation or activity and your plans for achieving compliance.)

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? Yes No (If "no," describe the situation or activity and the reasons for nonaccessibility.)

Yes, to the extent practicable.

Applicant's Signature

Date 02/24/2022

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 (*Sales*) and 43 CFR 2912 (*Leases*).
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
- 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
 - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
 - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
 - c. Type and general location of all proposed improvements, including public access (*roads, trails, etc.*). This showing may take the form of inventory lists, maps, plats, drawings, or blueprints in

Item

- any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
- d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
- e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation personnel requirements, etc.
- f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
- g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) require that you be furnished the following information in connection with information required by this application.

AUTHORITY: 43 U.S.C. 869 et seq.; 43 CFR Part 2740

PRINCIPAL PURPOSE: The information is to be used to process your application.

ROUTINE USES: In accordance with the System of Records titled, "Land and Minerals Authorization Tracking System—Interior, LLM-32," disclosure outside the Department of the Interior may be made: (1) To appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources, (2) To Federal, State, or local agencies or a member of the general public in response to a specific request for pertinent information, (3) To the U.S. Department of Justice or in a proceeding before a court or adjudicative body when (a) the United States, the Department of the Interior, a component of the Department, or when represented by the government, an employee of the Department is a party to litigation or anticipated litigation or has an interest in such litigation, and (b) the Department of the Interior determines that the disclosure is relevant or necessary to the litigation and is compatible with the purpose for which the records were compiled, (4) To an appropriate Federal, State, local, or foreign agency responsible for investigating, prosecuting, enforcing, or implementing a statute, regulation, rule, or order, where the disclosing agency becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation, (5) To a member of Congress or a Congressional staff member from the record of an individual in response to an inquiry made at the request of that individual, (6) To the Department of the Treasury to effect payment to Federal, State, and local government agencies, nongovernmental organizations, and individuals, and (7) To individuals involved in responding to a breach of Federal data. The BLM will only disclose this information in accordance with the Freedom of Information Act, the Privacy Act, and the provision in 43 CFR 2.56(c).

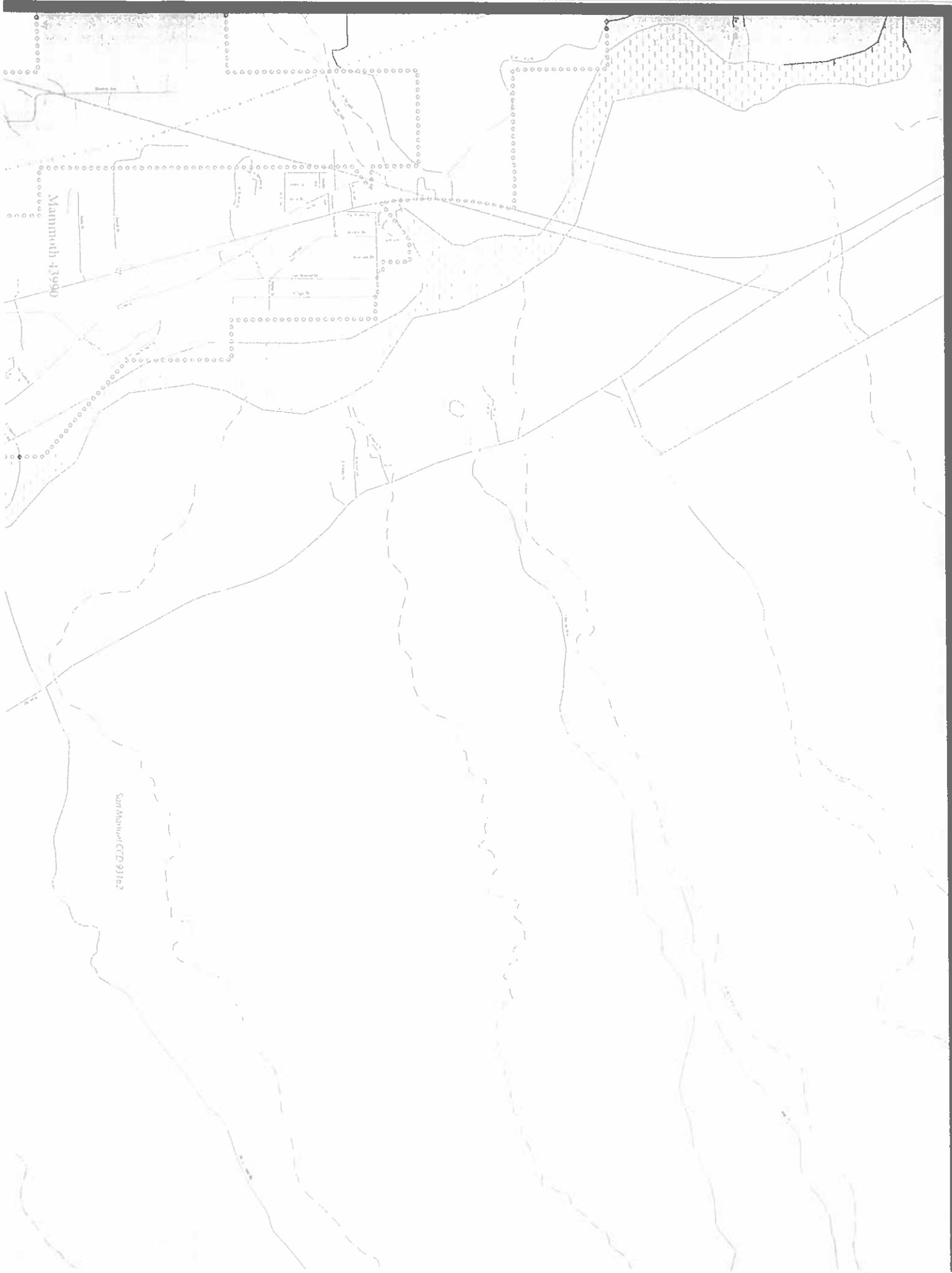
The Paperwork Reduction Act of 1995 requires us to inform you that:

BLM collects this information to process your request for Federal lands under the provisions of June 14, 1926 (43 U.S.C. 869 as amended), Recreation and Public Purposes Act.

Information will be used to illustrate whether the applicant meets requirements of regulations found in 43 CFR Subpart 2740. BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is necessary for processing of the application. If all the information is not provided, the application may result in delay or preclude the BLM's acceptance of your form.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated at 40 hours per response, including the time for reviewing instructions, gathering, and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the U.S. Department of the Interior, Bureau of Land Management (1004-0012), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 401 L.S., Washington, D.C. 20240.



Mammoth 43980

San Manuel CCD 93102

AGENDA ACTION FORM

AGENDA ITEM NO. _____ COUNCIL MEETING DATE *NEXT IF POSSIBLE FEB/MARCH 22 2022*

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 *Ernest BUSTAMANTE* DATE SUBMITTED *2.11.22*

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

Electric ~~vehicle~~ car plug in station(s). create space at town public/private areas. 70 ml (ear marked funds) for AZ "under served area."

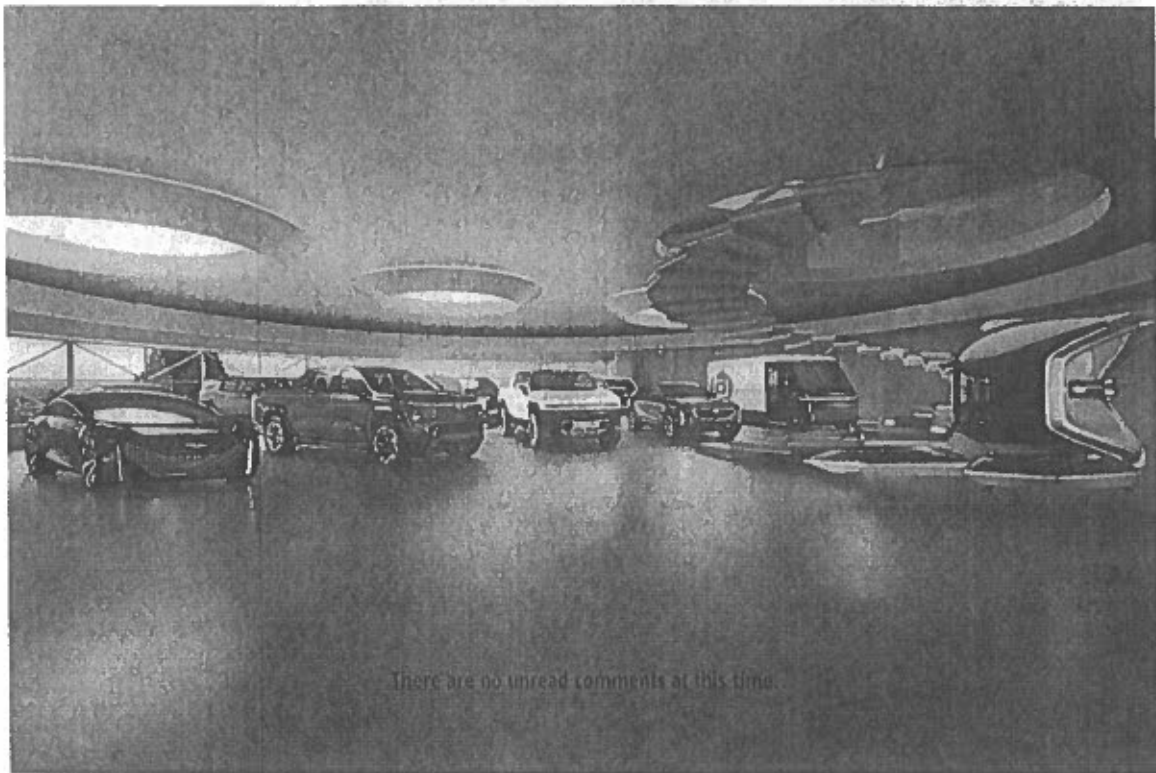
Motion: *"formal motion to proceed so town can obtain federal/state funding per rules/regulation."*

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

TYPE OF ACTION REQUESTED: FORMAL ACTION-MOTION
 INFORMATIONAL/DISCUSSION ONLY
 OTHER
 RESOLUTION/ORDINANCE
Signature of Person Requesting Action: *Ernest Bustamante*

TOWN CLERK'S RECOMMENDATION FOR PLACEMENT ON THE AGENDA: _____ YES _____ NO
RECOMMENDATION: _____
TOWN MANAGER/Town Clerk _____ DATE _____ (Section Completed by Staff)

MAYOR'S APPROVAL FOR PLACEMENT ON THE AGENDA: _____ YES _____ NO
MAYOR _____ DATE _____ (Section Completed by Staff)



There are no unread comments at this time.

attribution General Motors

GM offered up multiple electric vehicle ads during the big game—just days after the Biden administration announced details of its \$7.5 billion plan to fund an electric vehicle charging station blitz.

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TAGS

#ElectricVehicle (/tags/ElectricVehicle)

#EVs (/tags/EVs)

#Infrastructure (/tags/Infrastructure)

#Recommended (/tags/Recommended)

#Superbowlads (/tags/Superbowlads)

Advertisements for electric vehicles (EVs) dominated the moments in between Super Bowl LVI's matchup between the Los Angeles Rams and the Cincinnati Bengals on Sunday night, to the tune of \$6.5 million per 30 seconds. The likes of General Motors, Kia, and BMW spotlighted EVs throughout their ads, hiring top celebrities and crafting throwback campaigns around such franchises as *The Sopranos* for Chevy's EV Silverado and *Austin Powers* for GM's ambitious EV line that includes vehicles that have yet to hit the road. Not all car companies went all-in on the EV fun: Nissan's spot with Eugene Levy featured the EV Ariya but heavily relied on pushing its unabashedly noneco-friendly Z sports car; Toyota is still eyeing a future in which its Tundra goes all electric, but it's unclear if its "Keeping up With the Joneses" commercial included a mock-up of the EV pickup. Some commercials were more blatant in their EV advertising, as with the *Austin Powers* ad that turned Dr. Evil into Dr. EV-il. *The Sopranos* spot felt more tied to the series and was somewhat subtle in its push for EVs comparatively.

Super Bowl ads take a good chunk of time to craft. Judging by the fact that 85% of ads were sold a week before (<https://katiecouric.com/culture/super-bowl-commercial-behind-the-scenes-cost-process/>) the NFL season kicked off Sept. 10, agencies had months of production. Around that time the first regular season game was being played, Senate Democrats were proposing expanded tax credits (<https://www.reuters.com/world/us/us-house-democrats-propose-ev-tax-credits-up-12500-2021-09-11/>) to domestic auto manufacturers that chose to go the EV route. That doesn't mean car companies haven't seen the writing on the wall for quite some time. Early last year, GM vowed to make 40% of its fleet all electric (<https://abcnews.go.com/Business/2021-shaping-pivotal-year-electric-vehicles/story?id=75945016>) by the end of 2025, joining the likes of Ford, Jaguar Land Rover, and others making bold EV promises that coincide with a similar push from Joe Biden. The president's 2020 campaign included vows to incentivize additional EV production (<https://www.cnet.com/roadshow/news/joe-biden-administration-ev-autos-transportation-infrastructure/>) that includes vehicle manufacturing and charging station rollouts. Biden appears to be making good on many of those promises, though he's stymied by the languishing of the Build Back Better Act. The legislation has the

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support of a majority of Democrats as well as leaders in the auto industry (https://www.politico.com/news/2022/01/30/biden-ally-build-back-better-opponent-00003448) like GM CEO Mary Barra, who heads the White House's Business Roundtable.

tweet?url=https%3A%2F%2Fwww.dailykos.com%2Fstory%2F2022%2F2%2F14%2F2080258%2F

bombarded with EV ads during the Super

The First-Ever All-Electric Chevy Silverado – New Generation (The Sopra...



There are no unread comments at this time.

Something that's not in lawmaker limbo is the Infrastructure Investment and Jobs Act (https://afdc.energy.gov/laws/infrastructure-investment-jobs-act), which includes a stunning \$7.5 billion allocated for the build out of charging stations across the country. A guidance document (https://www.energy.gov/articles/president-biden-doe-and-dot-announce-5-billion-over-five-years-national-ev-charging) released last week lays out plans for how the money will be used that include an eye towards justice, with explicit instructions for states to include in their proposals how they plan to "target at least 40% of the benefits towards disadvantaged communities" as well as rural communities. States have until Aug. 1 to submit plans, with the federal government deciding on which states get how much of those funds by Sept. 30. As E&E News notes (https://www.eenews.net/articles/who-wants-bidens-ev-charging-money-everybody/), seemingly everyone is scrambling to get a piece of the EV charging station pie—and that was before guidance was even issued.

Hundreds of groups and individuals (https://www.scribd.com/document/556439525/FHWA-EV-Charging) have submitted comments since the Federal Highway Administration posted its "Request for Information: Development of Guidance for Electric Vehicle Charging Infrastructure Deployment" Nov. 29, 2021. That includes (https://www.regulations.gov/document/FHWA-2021-0022-0001/comment) the likes of Amazon, General Motors, Greyhound, and Uber, along with environmental justice groups, cities, and labor groups. These funds can be used not just for the creation of charging stations but for worker training, community outreach, and any added costs for station upkeep, plus specialty stations for larger vehicles, so it somewhat makes sense as to why a whole host of groups would suddenly seem interested in EVs. Even if casual Super Bowl viewers aren't aware of what's behind the EV push, experts believe it's a positive sign when it comes to reaching Biden's goal of half of all new vehicles that hit the road in 2050 being electric.

"Automakers don't control demand, but they can work to build it to get everyone's attention and start driving [it]," RMI Managing Director Britta Gross told Vox (https://www.vox.com/2022/2/13/22927509/super-bowl-2022-gm-bmw-kia-electric-car-ads). The sustainability nonprofit has worked with the likes of General Motors and others to develop EV strategies and is one of the groups that provided comment regarding the \$7.5 billion allocated for charging stations. RMI called the funds "a critical down-payment on the national EV charging network needed to enable a complete

Consumers were bombarded with EV ads during the Super Bowl. Infrastructure funding could explain why

transition of the on-road transportation sector to zero emission electric vehicles ... Spent wisely, \$7.5 billion is sufficient to not only deliver the backbone for a far superior EV charging network than exists today—which is necessary to convince hundreds of millions of Americans to make the switch to an electric vehicle,” RMI noted. “Even more, if prioritized, this level of investment can help provide a charging network that ensures equity and access to all communities- urban, rural, and economically disadvantaged.”

This is a short blurb about Daily Kos. Please read it. It's important:

Media outlets shed 28,637 jobs last year alone. That's not just journalists, but fact-checkers, editors, and administrative staff. Advertising dollars have been gobbled up by Big Tech and cash strapped outlets are being bought and sold to the highest bidder. Daily Kos is different. We don't have corporate backers that are only in it for the bottom line. We are primarily accountable to readers like you because donations from readers like you are our biggest source of income.

Want to keep it that way? Click here to donate \$3 now.
There are no unread comments at this time.

★ 86 f

🐦 (https://twitter.com/intent/tweet?url=https%3A%2F%2Fwww.dailykos.com%2Fstory%2F2022%2F2%2F14%2F(

Electric-Vehicles-were-the-stars-of-Super-commercials&text=Consumers+were+bombarded+with+EV+ads+during+the+Super+Bowl.+Infrastructure+funding+could+e

124 Comments 124 New (https://www.dailykos.com/story/2022/2/14/2080258/Electric-Vehicles-were-the-stars-of-Super

Bowl-IVI-s-commercials#comments)

(https://capitaloneshopping.com/blog/is-amazon-actually-giving-you-the-best-price/?h=00e8958e?

hno=true&utm_source=jaguar118&utm_campaign=6601373&utm_term=.2934854679&stbci=GiAtUeL7BakcydMNjehaykAQ0/On6TdZidgYNSWjABtSSDR3kAou7z6r12g7xq#fbclid=GiAtUeL7BakcydMNjehaykAQ0/On6TdZidgYNSWjABtSSDR3kAou7z6r12g7xq)

Before You Renew Amazon Prime, Read This

Capital One Shopping

(https://capitaloneshopping.com/blog/is-amazon-actually-giving-you-the-best-price/?h=00e8958e?

hno=true&utm_source=jaguar118&utm_campaign=6601373&utm_term=.2934854679&stbci=GiAtUeL7BakcydMNjehaykAQ0/On6TdZidgYNSWjABtSSDR3kAou7z6r12g7xq#fbclid=GiAtUeL7BakcydMNjehaykAQ0/On6TdZidgYNSWjABtSSDR3kAou7z6r12g7xq)

(https://quote-insurancequotes.com/auto/articles/compare-2/

autv=111&t=1-Gh679575xk02wsvEFCR0gQvY0tzAUFJPTIAIFRILZIC0u3A3LE+ClC0gQ+00uVAIFJPTIAIFRILZIC0gQvY0b,AUFJPTIAIFRILZIC0u3A3DE+Auto+RON+

+Des+top&stbci=GiAtUeL7BakcydMNjehaykAQ0/On6TdZidgYNSWjABtSSDR3kAou7z6r12g7xq#fbclid=GiAtUeL7BakcydMNjehaykAQ0/On6TdZidgYNSWjABtSSDR3kAou7z6r12g7xq)

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April Siese (/users/april siese)

Daily Kos Staff

2022/02/14 10:18

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🐦 (https://twitter.com/intent/tweet?url=https%3A%2F%2Fwww.dailykos.com%2Fstory%2F2022%2F2%2F14%2F2080258/-Electric-Vehicles-were-the-stars-of-Super-Bowl-LVI-s-commercials&text=Consumers+were+bombarded+with+EV+ads+during+the+Super+Bowl+Infrastructure+funding+could+e

Electric-Vehicles-were-the-stars of Super Bowl LVI s commercials&text=Consumers+were+bombarded+with+EV+ads+during+the+Super+Bowl+Infrastructure+funding+could+e

124 Comments 1:1 New (https://www.dailykos.com/story/2022/2/14/2080258/-Electric-Vehicles-were-the-stars-of-Super-Bowl-LVI-s-commercials#comments)

Bowl LVI s commercials#comments)

**THE TOWN OF MAMMOTH ARIZONA
AGREEMENT FOR LIMITED PHI CARES MEMBERSHIP BENEFITS**

This Agreement for PHI Cares Memberships for Town Residents (this "Agreement") is made effective **February 1, 2022** (the "Effective Date") between **The Town of Mammoth, Arizona** (the "Town") and PHI Health, LLC d/b/a PHI Air Medical, a Louisiana limited liability company ("PHI"). The Town and PHI may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, The Town has approximately **508 households** in the **Incorporated Town of Mammoth, in the State of Arizona**, with approximately **1,302 residents** living in these households (each a "Resident" and collectively, the "Residents");

WHEREAS, PHI is an air ambulance company that is licensed in the **State of Arizona** and that provides a membership-based program (the "PHI Cares Program") in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

WHEREAS, The Town desires to enter into this Agreement with PHI whereby the Residents within The Town will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

Article I.

Scope of Agreement and Term

1.1 Contract for Ambulance Membership. This Agreement relates to the acquisition of PHI Cares memberships by the Town for the benefit of Residents and covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by such Residents when requiring emergency air medical transportation on a PHI aircraft.

1.2 Term. The term of this Agreement commences as of the Effective Date set forth above and continues for a period of one (1) year, through **January 31, 2023** (the "Term"), unless otherwise terminated as provided for herein. At the end of the Term, the Parties may negotiate to extend this Agreement or enter into a new agreement.

Article II.

PHI Memberships

2.1 Annual Fee; Adjustment. Pursuant to this Agreement and effective during the Term of this Agreement, the Town is purchasing PHI Cares memberships for the households and the Residents residing in these households of the Town (individually, a "Member" and collectively, the "Members") for a total annual amount equal to **\$3,556.00** (the "Annual Fee"). The Annual Fee is based on an expectation of **508 households** at a rate of **\$7.00 per household**, which shall cover the Residents residing in these households. The Annual Fee shall be paid in advance on or before the Effective Date.

2.2 Compliance. The Town and PHI shall comply with all applicable federal and state laws and regulations governing membership programs.

2.3 Non-Exclusivity. It is understood and agreed by the Parties that PHI is not the exclusive carrier for air medical transports in the Town. Any calls for air medical transports in the Town shall be made in accordance with the protocols of the requesting EMS agency or referring hospital physician.

2.4 Terms and Conditions. The general terms and conditions of the PHI Cares Program are as described in the attached Exhibit "1," which is made a part of this Agreement (the "PHI Cares General Terms and Conditions"). In addition, the following specific terms shall apply to this Agreement:

- (a) **Location.** Transport must be for an Incorporated Resident requiring PHI to provide air medical transport from a pickup location within the Town of Mammoth, Arizona or Pinal County, Arizona (the "Town of Mammoth Service Area").
- (b) **Membership ID #.** PHI will provide the Town with a supply of **1,000 membership cards** which the Town will distribute and make available to the Residents of Mammoth, Arizona. This membership card will contain the Membership ID # for the Town of Mammoth and the contract expiration date.
- (c) **Notifying PHI.** It is the responsibility of the transported Resident of the Incorporated Town of Mammoth to notify the PHI Cares Membership Department they have been transported by PHI and to provide PHI with the name of such Resident. In addition, in order to avoid receiving a bill for their medical transport, Residents should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of Residents' PHI Cares membership.
- (d) **Not Insurance Product.** MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.
- (e) **Coverage.** Each membership covers the entire household (i.e., each individual member of the household that is a Resident of Town) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits. Medicaid recipients are excluded from membership in accordance with applicable state law.
- (f) **Roster of Incorporated Town Residents.** The Town shall provide PHI with a roster each calendar quarter, which will contain, at a minimum a list of the physical address of each Incorporated Resident.

2.5 Full National Household Membership Upgrade Option. Any individual who resides within the incorporated boundaries of Town may elect to upgrade their membership to a full national household membership (covering the entire household, as defined below), which shall include coverage outside the Town Service Area, for an additional **\$45.00 per year**; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft. For a list of PHI Cares service areas, please see the PHI Cares website: www.phicare.com, or contact the membership office for a copy. To obtain this upgrade, Town of Mammoth, Arizona Residents are required to call the PHI Cares Membership office directly or complete a Membership Upgrade Form for each Resident requesting this option.

2.6 Household. For purposes of this Agreement and PHI Cares membership, a household is considered to include all immediate family members and up to 3 non-family members who reside in the same household.

2.7 Refunds. No refunds will be extended to Town (or any individual) as a result of existing PHI Cares members, which are separate from this Agreement.

2.8 Conflicts. Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

**Article III.
Termination**

3.1 Termination. Either Party may terminate this Agreement for any reason upon providing the other Party with at least thirty (30) days prior written notice. In the event that PHI terminates this Agreement for convenience pursuant to this Section 3.1, PHI shall refund the Town the prorated amount of the Annual Fee for the remainder of the Term. In the event that the Town terminates this Agreement for convenience pursuant to this Section 3.1, the Town shall not be entitled to a refund of any portion of the Annual Fee.

3.2 Immediate Termination. Either Party may terminate this Agreement with ten (10) days' prior written notice (provided such notice period is legally permitted) if: (1) the Attorney General of Arizona renders an official opinion that voids, modifies, or otherwise affects any provision in this Agreement; or (2) a court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any provision of this Agreement; or (3) a duly authorized statute, law, rule, or regulation is enacted or modified by a competent legislative authority in such a manner that materially modifies, voids, or affects this Agreement (including having any material effect on PHI's cost, as determined in PHI's reasonable discretion). If any one of the above-described events occurs, the Parties will exert their best efforts to agree on an alternative agreement in conformance with any such opinion, judgment, or legislative enactment to the extent feasible.

3.3 Termination for Default.

(A) The Town may terminate this Agreement for default if PHI breaches any material term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from the Town.

(B) PHI may terminate this Agreement for default if the Town breaches any term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from PHI.

(C) Remedies. In the event of a default by PHI and the Town's termination pursuant to Section 3.3(A) above, the Town's sole and exclusive remedy shall be the pro-rata refund of the Annual Fee for the remainder of the Term. In the event of a default by the Town and PHI's termination pursuant to Section 3.3(B) above, PHI's sole and exclusive remedy shall be to retain the Annual Fee for the Term.

**Article IV.
Indemnification and Limitation of Liability**

4.1 Indemnification. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY ("INDEMNITOR") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, (COLLECTIVELY, "CLAIMS") TO THE EXTENT BUT ONLY TO THE EXTENT RESULTING OR ARISING FROM THE INDEMNITOR'S BREACH OF THIS AGREEMENT OR ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE INDEMNITOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.

4.2 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event, whether as a result of contract, tort, strict liability or otherwise, shall PHI be liable to the Town or any Member for any punitive, indirect, incidental or consequential damages, including, without limitation, loss of profits, loss of use or loss of contract.

4.3 Survival. The provisions of this Article IV will survive the expiration or early termination of this Agreement or any extensions hereof.

**Article V.
Miscellaneous**

5.1 Entire Agreement. This Agreement (including any and all exhibits and attachments hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communication, representations or agreements, either oral or written, with respect to the matters addressed herein. All modifications or amendments to this Agreement must be in expressed in a written instrument duly executed by both Parties mutually agreeing to such modification or amendment.

5.2 Assignment and Delegation. The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither Party may assign any rights or delegate any duties under this Agreement without the other Party's prior written approval, which approval shall not be unreasonably withheld.

5.3 Severability. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.4 Applicable Law; Enforcement and Venue; Attorney's Fees. This Agreement shall be enforceable in Mammoth, Arizona, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Pinal County, Arizona. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Arizona. This Agreement will be interpreted and construed as broadly as possible consistent with the purposes stated herein. In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the other Party.

5.5 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, sent via certified mail, postage prepaid, return receipt requested, or sent via facsimile to the following addresses:

If to Town:

John Schempf, Town Manager
PO Box 130
Mammoth, AZ 85618
(520) 487-2331
j.schempf@townofmammoth.us

If to PHI:

PHI Health, LLC
2800 N. 44th Street, Suite 800
Phoenix, Arizona 85008
Attn: David Motzkin, President
Email: dmotzkin@phiairmedical.com

PHI Health, LLC
2800 N. 44th Street, Suite 800
Phoenix, Arizona 85008
Attn:
Ira Berkowitz, Vice President, Legal Affairs
Email: iberkowitz@phiairmedical.com

Any Party may change their address for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

5.6 Independent Contractor Status. PHI is an independent contractor, and is not the Town's employee. PHI's employees or subcontractors are not the Town's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No Party has authority to enter into contracts as agent for the other Party. PHI and the Town agree to the following rights consistent with an independent contractor relationship:

- (1) PHI has the right to perform services for others during the term hereof.
- (2) PHI has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) PHI has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) PHI or its employees or subcontractors shall perform services required hereunder, and the Town shall not hire, supervise, or pay assistants to help PHI.
- (5) Neither PHI nor its employees or subcontractors shall receive training from the Town in skills necessary to perform services required by this Agreement.
- (6) The Town shall not require PHI or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither PHI nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Town.

5.7 Counterparts; Authority. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Each individual executing this Agreement on behalf of a Party represents that he/she is authorized to enter into and deliver this Agreement and bind the Party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

PHI HEALTH, LLC d/b/a PHI AIR MEDICAL TOWN OF MAMMOTH, ARIZONA

By: _____

By: _____

Name: David Motzkin

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT 1

PHI Cares Membership Terms and Conditions

Membership

PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically configured aircraft as set forth herein. Membership is valid for one (1) year beginning five (5) days after your completed application and nonrefundable payment have been received and processed by the PHI Cares membership office. These Terms and Conditions also apply to renewing memberships, provided that payment of the annual membership fee is received within thirty (30) days of the renewal date.

As used herein, the terms "you," "your," and "Member" shall mean any members enrolled in the PHI Cares Program; the terms "our," "we," "us," and "PHI" shall mean PHI Health, LLC; the term "PHI Cares Program" shall mean the PHI Cares membership program operated by PHI; and the term "Terms and Conditions" shall mean the PHI Cares Program Terms and Conditions.

Billing

Members are charged an annual membership fee payable yearly in advance. The annual membership fee charged by PHI is based on certain factors, including whether or not you have healthcare insurance coverage.

A Member who receives a medically necessary transport through the PHI Cares Program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third party payor, or a third party who may be legally responsible for the charges. In other words, PHI Cares accepts what your insurance or other third-party source of payment pays as "payment-in-full," relieving you of any other charges for the air medical transport.

PHI will bill your healthcare insurer or other third-party payor (for example, Medicare), or seek recovery from any legally liable third party (for example, a car accident which causes you injury as a result of someone else's fault or negligence) for the air medical transport. Should you receive payment directly from your healthcare insurer, other third-party payor, or from a legally liable third party for all or any portion of the charges for the air medical transport, you agree to promptly remit such payment to PHI. If any third party or his/her insurer who is legally liable pays for the air transport charges either through settlement of a claim or a judgment from a lawsuit, you agree to promptly remit the amount received by you for air transport charges included in such settlement or judgment.

Members who have no healthcare insurance coverage at the time of enrollment and no other third-party payor to cover air medical transport charges will be relieved by PHI from any patient transport charges for medically necessary air transport services on a PHI aircraft.

PHI Cares Members are responsible for and agree to pay for any charges that are not covered by the PHI Cares Program, including but not limited to air transport pick-ups outside of the PHI Cares service area or any ground ambulance transportation services that Members may incur in connection with any PHI air medical transport.

Eligibility & Availability

Medicaid participants are not eligible for membership in the PHI Cares Program.

Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, weight limitations of the PHI aircraft, or other reasons that make the PHI aircraft unavailable to respond to a request. Further, medical or dispatch personnel may call another air ambulance provider in which event your PHI Cares membership will not cover the medical transport.

Passenger weights and other operating restrictions may limit our ability to transport a Member.

PHI, in consultation with other healthcare providers or dispatch agencies, reserves the right to determine whether air medical transport is medically necessary, safe, and appropriate under the circumstances.

Membership in the PHI Cares Program is not an insurance product. PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or any ground ambulance services provider.

Notwithstanding the foregoing, in addition to covering medically necessary transports on PHI aircraft, your membership will also cover medically necessary transports on PHI's partners' aircraft if such transports occur within PHI's service areas. Please visit our website at www.phicare.com or contact our Membership Department to obtain more information on our current air ambulance membership partners. Any medical transports on a PHI Cares partner aircraft shall be subject to the same Terms and Conditions stated herein.

Service Area

Membership provides household national coverage for medically necessary air transports on PHI medically configured aircraft to the closest appropriate facility within 200 miles for a rotor wing (helicopter) and 600 miles for a fixed wing (airplane). The point of pickup must be within the PHI Cares service area. For a list of service areas, please see the coverage map on the PHI Cares website: www.phicare.com/coverage.shtml or contact the membership office directly.

Notifying PHI Cares Membership Department of Transport

You should inform the healthcare provider, dispatcher, or emergency personnel of your PHI Cares membership at the time an air medical transport is requested, as these personnel will not be aware of your PHI Cares Membership. In addition, it is the responsibility of each Member to contact us if a registered and eligible household dependent has been flown by PHI. Please call our Membership Department at: **1.888.435.9744 (1.888. I Fly PHI), Monday-Friday, 0800 to 1600 Hours MST.**

Termination and Renewal of Coverage

PHI may terminate your membership for failure to comply with the Terms and Conditions of the PHI Cares membership program. PHI reserves the right to discontinue its PHI Cares Program at any time upon notice to Members. In such event, PHI shall return a pro rata portion of the membership fee. PHI also reserves the right to unilaterally modify the Terms and Conditions, including but not limited to the membership fee to be charged to Members who join or renew their membership after the effective date of such change.

It is your responsibility to renew your membership prior to the expiration of the one-year term. A completed renewal application and nonrefundable payment must be received within thirty (30) days of the renewal date. If you do not renew your membership, your membership and coverage thereunder will automatically terminate at the end of the one-year term. Renewal contracts may include changes in coverage.

Acknowledgment

You acknowledge that all information included in the completed application is correct to the best of your knowledge, including all health insurance information. If your healthcare insurance is no longer in effect at the time air medical services are rendered, your PHI Cares membership will not cover your air medical transport charges, unless you have notified PHI Cares of such cancellation and have paid the supplemental membership fee charged to PHI Cares members who do not have healthcare insurance. Any changes in your healthcare insurance information, including the cancellation of healthcare insurance coverage, must be reported to the PHI Cares membership office within five (5) business days of such change or cancellation.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions set forth herein.

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<https://www.phicare.com/termsandconditions.shtml>

NEW BUSINESS ITEMS

TOWN OF MAMMOTH
AGENDA ACTION FORM

2/7/22
Agarria

AGENDA ITEM NO: _____

COUNCIL MEETING DATE 2/17/2022

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 RUDY LUJAN DATE SUBMITTED 2/7/2022

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

REQUEST FOR MAMMOTH COUNCIL TO APPROVE MEMORIAL MONUMENT FOR FALLEN MAMMOTH POLICE OFFICER JAMES ROSS

Motion TO APPROVE

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

TYPE OF ACTION REQUESTED FORMAL ACTION-MOTION
 INFORMATIONAL/DISCUSSION ONLY OTHER
 RESOLUTION/ORDINANCE

Rudy B Lujan (520) 894-2105
Signature of Person Requesting Action

TOWN CLERK'S RECOMMENDATION FOR PLACEMENT ON THE AGENDA: _____ YES _____ NO
RECOMMENDATION: _____
TOWN MANAGER/Town Clerk _____ DATE _____ (Section Completed by Staff)

MAYOR'S APPROVAL FOR PLACEMENT ON THE AGENDA: _____ YES _____ NO
MAYOR _____ DATE _____ (Section Completed by Staff)

To Be Completed by Municipality

Contact John Schempf

Title Town Manager

Address PO Box 130, Mammoth, AZ 85618

Phone (520)487-2331

Email j.schempf@townofmammoth.us

Completed Agreement filed and returned to:

Pinal County Elections Dept.
P. O. Box 2209
Coolidge, AZ 85128

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF SERVICES
 BY THE PINAL COUNTY ELECTIONS
 AND RECORDER DEPARTMENT**

THIS AGREEMENT is entered into this _____ day of February, 2022,
 between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as "County",
 and Town of Mammoth, hereinafter referred to as "Municipality".

WHEREAS, A.R.S. Section 11-952 allows public agencies to contract for services and enter into agreements; and,

WHEREAS, Municipality may hold Special/Regular elections for bond issues, recalls, overrides, etc. pursuant to A.R.S. Sections 9-231, 9-523, 19-201 et seq., and,

WHEREAS, County is authorized, pursuant to A.R.S. Sections 11-251(3), 16-172, and 16-511, et seq., to perform services concerning elections, and,

WHEREAS, County and Municipality have determined that the use of certain services of the Pinal County Elections Department and the Pinal County Recorder's Office is in the public interest, and the County agrees to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants of and stipulations set forth herein, the parties agree as follows:

1. The purpose of this Agreement is to secure the services of the County for the preparation and conduct of Primary/General election (s) to be held on 8/2/22 & 11/8/22
Name of election Date of election

2. The Services provided by the County Election Department are:

- a. Prepare ballot formats for the Municipality to be approved by the Jurisdiction.
- b. Provide the sample ballots with the Municipality measures' positions according to precincts within the boundaries of the Municipality.
- c. Provide sample ballots, if required, for public distribution and issue them through the Municipality.
- d. Provide ballots to be used in each precinct, which will allow qualified electors to vote for the Municipality Candidates and/or Measures.
- e. Conduct logic and accuracy tests as required by law and publishing all legal notices in connection therewith.
- f. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between Municipality and County.
- g. Cause the precinct election boards to utilize the copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the electors qualified to vote in the above-mentioned election(s).

3. The Services provided by the County Recorder are:

- a. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the Municipality limits. Said registers shall be prepared from the voter registration records of the County Recorder

b. Early Voting – Indicate only one below:

Municipality authorizes County Recorder to handle all Early Voting Functions.

Municipality will be handling Early Voting functions. The County Recorder will provide the following:

1) A list of qualified electors who are eligible to vote early: such lists are to be used solely by the Municipality for Early Voting, or such other election related purposes as may be specifically authorized by law.

2) A list of permanent early voters within the Municipality that are to automatically be mailed an early ballot. Said lists shall be generated from the voter registration records of the County Recorder.

- 4. Obligation of Municipality. The Municipality or designate thereof agrees to:**
- a. Provide the Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
 - b. Provide a certified list of measures and the order of appearance of the measures to the Elections Department ninety (90) days prior to the election.
 - c. Provide nomination petitions and other necessary information to prospective candidates for council positions.
 - d. Accept candidates' nomination documents for filing.
 - e. Accept candidates' financial disclosure statements.
 - f. Accept all campaign finance statements and expenditure reports from candidates and/or candidates' campaign committees.
 - g. Provide the County Elections Office with the names of any Write-in candidates as prescribed by law.
 - h. Prepare and Issue certificates of the result of the election.
 - i. Publish all legal notices in connection with a municipal election with the exception of the logic and accuracy test notification as described in Section 2(e) of this agreement.
 - j. If the Municipality chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. Section 16-550(A). These copies can be provided by mail, hand delivery, or fax as time constraints dictate.
 - k. Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. Municipality will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.
 - l. If the Municipality chooses to conduct their own early voting, a list of all "Inactive Status" electors who voted in the election pursuant to A.R.S. Section 16-583 shall be provided to the County Recorder.
 - m. Agree to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of identification forms from conditional provisional ballot holders by the Municipality

Clerk's office that will be forwarded to the Voter Registration Department of the Pinal County Recorder. This can be done by fax or hand-carried.

5. **Manner of Financing and Budgeting.** Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available therefore.
6. **Termination.** This Agreement shall terminate upon all matters connected with the election being resolved, legal challenges excepted or upon written notice by either party to the other within thirty (30) days of the effective date of this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, Municipality shall be solely responsible for defending, legally or otherwise, said election.
7. **Indemnification of County.** To the extent allowed by law, the County agrees to indemnify and hold harmless the Municipality from all injuries to persons or property caused by the acts or omissions of the County arising out of the County's activities under this Agreement. To the extent allowed by law, the Municipality agrees to indemnify and hold harmless the County from all injuries to persons or property caused by the acts or omissions of the Municipality arising out of the Municipality's activities under this Agreement.
8. **Conflict of Interest.** The parties have been advised of and are aware that the Pinal County Attorney's Office represents both Pinal County and also the Municipality and have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's Office dual representation.

9. **Effective Date and Term of Agreement.** This Agreement shall be effective upon approval by the Pinal County Board of Supervisors, and shall terminate as provided in paragraph 6 above.
10. **Nondiscrimination.** The parties shall comply with Executive Order 2009-9 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.
11. **Severability.** If any provisions of this Agreement or application thereof to the County, Municipality, person or circumstances is held invalid; such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end the provisions of the Agreement are declared to be severable.
12. **E-Verify/Immigration.** The parties warrant and represent to each other that they are in compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. Sections 41-4401 and 23-214, and all other federal and state immigration laws and regulations.
13. **Cancellation.** This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.
14. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and by applicable federal law.
15. **Entire Agreement.** This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.
16. **Notices.** All notice required by this Agreement, such as notice of termination, shall be sent by U.S certified mail, return receipt requested, or delivered by hand to the party at

the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received.

County: Pinal

Municipality: Town of Mammoth

Name, Title: Pinal County Elections Dept.

Name, Title: Patsy Armenta, Mayor

Address: P. O. Box 2209, Coolidge, AZ 85128

Address: PO Box 130, Mammoth, AZ 85618

Notwithstanding the above, any routine communications between the parties that do not affect the rights of obligations of the parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received via email.

- 17. Waiver.** A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

Town of Mammoth

Name of Municipality

**PINAL COUNTY
ELECTIONS**

Patsy Armenta

Printed Name

Pinal County Elections Director

BY: _____

Signature

BY: _____

Signature

ATTEST:

**PINAL COUNTY BOARD OF
SUPERVISORS**

BY: _____

City/Town Clerk

BY: _____

Chairman

Approved as to form:

And within the powers and authority granted under the laws of this State to the District

ATTEST:

BY: _____

District/City/Town Attorney

BY: _____

Clerk, Board of Supervisors

Approved as to form:

BY: _____

Deputy County Attorney

From: Heather Patel <heather.patel@pinal.gov>
Sent: Tuesday, December 21, 2021 10:55 AM
To: John Schempf; Angela Sanchez
Subject: Re: FY22 projects

John:

Great call today. Here is some additional information on your projects.

Project	Eligibility/comments
Little Hollywood booster pump	Use the American Rescue Plan Act SLFRF funds from the
Hwy 77 sidewalks, HAWK, possible underpass	Contact ADOT ASAP. ADOT may have funding. CDBG could pay for design/engineering in FY22 and cons
Hwy 77 (west) drainage charging station	The project is not being considered. not eligible
home addressing	not eligible - contact CAG for assistance. Recommend seeking foundation grants e.g. insurance cor
bus stop	recommend contacting ADOT
housing rehab	refer homeowners to the Pinal County Housing Authority https://www.pinalcountyyaz.gov/Housing/Pages/Rehabilitat or contact Duane Garcia at 520-866-7216.
demolition and clearance (full property/structure AND owner-occupied exterior clean-up)	Work with the Town attorney to determine access to prope Pinal County will assemble sample guidelines to consider. Town should create a list of subject properties for both prc CDBG could reimburse the Town for a new employee to c For property exterior clean-up, the homeowner must be in Full \$10,000/property + \$800/testing Exterior \$5,000/property

Heather Patel, GPC
Grants Administrator
Pinal County
P.O. Box 1348
Florence, Arizona 85132
heather.patel@pinal.gov
(520) 866-6422

Grant Professionals Association Board Member
Advancing the Profession - Certifying Professionals - Funding Professionalism



On Fri, Dec 17, 2021 at 10:19 AM Heather Patel <heather.patel@pinal.gov> wrote:

The following projects were proposed last night. I have also included some comments:

Project	Cost	Eligibility/comments
Little Hollywood booster pump	\$40,000	Can we combine design/engineering with installation under o Why is this project not included with your USDA project?
Hwy 77 sidewalks and HAWK		design/engineering now, construction later
Hwy 77 (west) drainage		design/engineering now, construction later (possible combine
charging station		not eligible
home addressing		not eligible
bus stop		recommend contacting ADOT
housing rehab		refer homeowners to the Pinal County Housing Authority
demolition and clearance		Yes

For the application due date of March 7, 2022, you will need to have a very clear budget and timeline on what project you choose to complete.

As we mentioned in the meeting there is no designated amount. But you cannot do multiple construction projects at one time. I would recommend possibly doing the booster pump and design/engineering the Hwy 77 sidewalks and drainage.

Thanks,

Heather Patel, GPC
Grants Administrator
Pinal County
P.O. Box 1348
Florence, Arizona 85132
heather.patel@pinal.gov
(520) 866-6422

Grant Professionals Association Board Member
Advancing the Profession - Certifying Professionals - Funding Professionalism



SC 2/11/22
9:54 AM

TOWN OF MAMMOTH

AGENDA ACTION FORM

AGENDA ITEM NO: _____

COUNCIL MEETING DATE NEXT Feb/MARCH

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 Ernest Bustamante DATE SUBMITTED Feb 11 2022

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

DISCUSS THE OUTSOURCE OF SOME TOWN SERVICES, PUBLIC WORK, POLICE IN RELATION TO TOWN. CENSUS NUMBERS AND FUTURE BUDGET PROJECTIONS.

Motion

"FOR "SERIOUS" DISCUSSION ONLY."

FISCAL IMPACT

(FISCAL IMPACT ON CURRENT BUDGET MUST BE COMPLETED)

TYPE OF ACTION REQUESTED:

FORMAL ACTION MOTION

INFORMATIONAL/DISCUSSION ONLY

OTHER

RESOLUTION/ORDINANCE

Ernest Bustamante
Signature of Person Requesting Action

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

RECOMMENDATION: _____

TOWN MANAGER/Town Clerk

DATE

(Section Completed by Staff)

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

MAYOR

DATE

(Section Completed by Staff)