

Town Of Mammoth



NOTICE OF REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH THURSDAY JULY 21, 2021 7:00 P.M.

Pursuant to A.R.S. § 38-431.02(B), notice is hereby given to the members of the Town Council and to the general public that the Town Council will hold the Regular Town Council Meeting, which is open to the public on Thursday, July 21, 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. EMPLOYEE OF THE QUARTER AWARD TO SGT. MICHAEL GREEN, MPD
5. PRESENTATION: CODE ENFORCEMENT
Paula Mullenix MPA
Code Compliance Manager
Pinal County Community Development
6. CALL TO THE PUBLIC
Pursuant to A.R.S. 38-341 (H)

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

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

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

7. CONSENT AGENDA

A. Approval of Staff Reports

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

B. Approval of Accounts Payable for Payment and Filing

1. **May – Two Items**
2. **June 2022**

C. Approval of Meeting Minutes

1. **Regular Meeting of June 16, 2022**
2. **Public Hearing and Special Meeting of July 7, 2022**

MOTION: APPROVE CONSENT AGENDA BY ROLL CALL VOTE

Motion: 1st _____ 2nd _____

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

8. OLD BUSINESS

A. Council Meeting Location/ COVID Information

Discussion and Possible Direction to Staff

MOTION: DIRECTION TO STAFF

Motion: 1st _____ 2nd _____

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

B. Adoption of FY 2022-2023 Tax Levy

MOTION: ADOPT TAX LEVY

Motion: 1st _____ 2nd _____

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

C. Cell Tower Negotiations

Discussion and Direction to Staff– Suggest More Than One Step.

MOTION: DIRECTIONS TO STAFF

Motion: 1st _____ 2nd _____

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

9. NEW BUSINESS

A. First Responders Night-Out Expenses for Food, Prizes and Games.

Discussion; Recommend Approve \$250

MOTION: APPROVE \$ _____ FOR NIGHT-OUT EXPENSES

Motion: 1st _____ 2nd _____

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

B. Review Barking Dog Ordinance and Suggest Possible Changes.

Discussion and Possible Direction to Staff

MOTION: DIRECTIONS TO STAFF

Motion: 1st _____ 2nd _____

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

C. Terminate Mission Square (ICMA) Retirement Plan #107977

This plan was made unavailable to Town employees many years ago, but we are being billed \$1000.00 per year until we official confirm termination as of July 13, 2022; we will get a refund of over \$12,000.00.

MOTION: THE TOWN COUNCIL OF MAMMOTH WISHES TO CONFIRM TERMINATION OF PLAN #107997 AS OF JULY13, 2022.

Motion: 1st _____ 2nd _____

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

D. Appoint Clerk; Set Salary, Hours and Probation Period

Discussion; Recommend for Clerk: \$22,500 Salary, 20 hours/week, 3 months Review by Council /Staff and 6 months' Probation.

MOTION APPOINT CLERK AT \$ _____ SALARY, _____ HOURS, _____ MONTH REVIEW AND _____ MONTH PROBATION.

Motion: 1st _____ 2nd _____

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

10. ADJOURN

MOTION: ADJOURN this meeting at _____ PM

Motion: 1st _____ 2nd _____

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

The undersigned hereby certifies that a copy of this notice was posted at the Mammoth Town Hall on July 15, 2022, 2022, 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.

j.schempf@townofmammoth.us

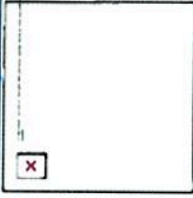
From: Heather Patel <heather.patel@pinal.gov>
Sent: Thursday, July 14, 2022 11:16 AM
To: John Schempf
Subject: Re: Next CDBG

I am expecting to receive them within the month. I mentioned to you when you submitted your application in March you need to identify your lots ASAP because we still need to conduct the environmental review. The funds must be spent by June 2023.

Have a great day!

Thank you,
Heather Patel, GPC
Grants Administrator
Office of Budget and Finance
Pinal County
P.O. Box 1348
Florence, Arizona 85132
heather.patel@pinal.gov
(520) 866-6422

Grant Professionals Association Board Member serving as Secretary
[Advancing the Profession - Certifying Professionals - Funding Professionalism](#)



On Thu, Jul 14, 2022 at 11:02 AM <j.schempf@townofmammoth.us> wrote:

Hi Heather,

I have learned or relearned a lesson: start earlier to plan and complete CDBG funds! With that in mind, would you please give me a rough idea of when you will receive and we can start spending the next round of CDBG funds?

Thanks,

John

j.schempf@townofmammoth.us

From: Paula Mullenix <paula.mullenix@pinal.gov>
Sent: Tuesday, July 5, 2022 4:27 PM
To: j.schempf@townofmammoth.us
Cc: Angela Sanchez
Subject: Re: Code Enforcement Knowledge

John,
I would be happy to be there and talk about code compliance. I was off last week so I am trying to catch up on emails. I have a power point that I can put on a flash drive.

Thanks
Paula

On Wed, Jun 29, 2022 at 9:11 AM <j.schempf@townofmammoth.us> wrote:

Dear Ms. Mullenix,

We are actively working to clean up the Town of Mammoth and a large part of this effort involves code enforcement. We need to address issues such as abandon dilapidated structures, trash, inoperable vehicles and excessive weeds and brush.

We would like to educate the Town Council and staff on code enforcement and hope that you would be willing to assist. We would like to invite you to attend our council meeting on July 21, 2022 at 7 PM at the Mammoth Community Center to provide a Code Enforcement Presentation.

If you have questions or concerns please feel free to contact me at (520)487-2331.

Sincerely,

John Schempf

John Schempf, Town Manager

Town of Mammoth, AZ



Mammoth Police Department Report to Town Council for June 2022

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

The Mammoth Police Department had no major incidents to report for the month of June. However notably, the Police Department did participate in a community engagement event hosted at the Mammoth Community Center, which was the Arizona Youth Partnership/Copper Corridor Summer Youth Conference. I spoke with youth about preparing now for a successful future, as well as fielded their questions about the profession of Law Enforcement and what Police Officers do to help their community.

It should also be noted that in the area of community engagement the Police Department is noticing that the Neighborhood Watch is continuing to gain positive momentum, and involvement from citizens of Mammoth. We are dedicated to continue supporting the program, and its efforts to better our community. The Police Department is thankful for the Neighborhood Watch Program as we have seen a noticeably stronger relationship with the community. Citizens who are involved seem to feel empowered to bring their concerns to the Police Department and have them addressed. Which is exactly the type of relationship we strive to have with all members of the community.

The Police Department hired a new Officer, Joe Sanchez who will begin his field training program this week on July 13th. We look forward to Officer Sanchez being a valuable asset to the Police Department in our mission to serve the citizens of Mammoth.

Police Department overtime for the month of June was reported at 70 hours for the pay period of June 12th with 50 hours being dispatchers and 20 hours being Officers. And 69 hours for the pay period of June 26th 63 hours being dispatchers and 6 hours being Officers. National Guard Task Force Badge was utilized to assist dispatch by covering 268 hours for the month of June, which included 34 hours of holiday and weekend service. This concludes the Police Department report to the Mammoth Town Council for June 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
 June 2022

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Total Complaints	85	80	95	110	81	88	0	0	0	0	0	0	537
Adult Arrests	0	2	2	2	3	2	0	0	0	0	0	0	11
Juvenile Arrests	0	0	2	0	0	0	0	0	0	0	0	0	2
Traffic Citations	3	0	8	6	4	0	0	0	0	0	0	0	21
Traffic Written Warnings	0	0	0	0	0	0	0	0	0	0	0	0	0
Traffic Verbal Warnings	3	5	6	8	11	3	0	0	0	0	0	0	36
Loose Dogs Citations	0	0	0	0	0	0	0	0	0	0	0	0	0

COMPLAINT BREAKDOWN

	June 2022	Year to Date		June 2022	Year to Date
Abandoned Vehicle		0	Livestock(cattle) comp	2	3
Accidents (961,962,963)	2	2	Loud Music Complaint	1	3
Alarm Drop	1	7	Minor Consumption		0
Alcohol Related		0	Missing Person		1
Ambulance Req (MED)	10	66	Motorist Assist	3	4
Animal Calls	3	18	Murder		0
Arrests	2	13	Neighbor Dispute	1	12
Arson		0	Noise Complaint	1	2
Assaults	2	6	Order of Protection		0
Agency Assists	6	32	Probation Violation		0
Attempt to Locate	3	38	Property Found/Lost		1
ATV Complaints		0	Special Detail/PW	1	8
Bond out		1	School Truancy		0
Burglary	2	7	Search Warrants		0
Child Abuse/Injury		0	Sex Offense		0
Citizen/Public Assist	6	52	Shoplifting		0
Civil Standby		13	Speeding Vehicle		0
Complaints	5	9	SUS Activity/people	5	40
Criminal Damage	1	4	Theft	1	19
Criminal Trespass		9	Threats & Intimidation		1
Deaths		1	Traffic Enforcement	3	58
Disturbance	1	12	Vandalism		0
Disobey Court Order		0	Warrant Arrest	1	3
Disorderly Conduct	1	2	Welfare Check	7	32
Domestic Violence	1	17	DRUNK		0
Drug Related Incident	1	1	911 Hang up calls		10
DUI		0	911 Open line	1	3
False Reporting to Law		0	Reckless Driving		0
Fingerprints		0	Fraud		0
Fire	3	14	Animal Control	2	10
Fire Weapon		0	Snake Removal		1
Follow Up		3	Officer Information	1	10
Harassment		5	Citation (non traffic)		7
House Watch/ExtraPatrol	8	25	MFD TOTAL CALLS	11	83
Juvenile Complaints		1			

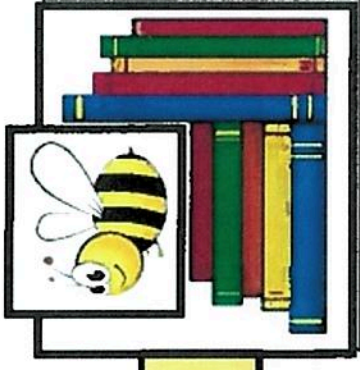
TOWN OF MAMMOTH

PUBLIC WORKS MONTHLY REPORT

<p>This is the Public Works Monthly Report for the month of _____, 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.</p>		
<p>Department Accomplishments: HAVE A COMPANY IN TOWN UPDATING SEWER LINES FROM 1961 TO 2022 - ADD, SET UP SIGNS ALONG HWY 170 C CREEKS K. MEAT MARKET: LAS MICHOACANAS RESTAURANT TO KEEP VEHICLES FROM PARKING ON THE TOWN OF MAMMOTH WATER LINES - THESE SIGNS WILL BE ENFORCED BY MPD! DP.</p>		
<p>Water Updates: - WATER LEAKS 711 MAIN #4 3/4" SL 722 OWENS 1" SL 709 DUGAN 3/4" SL 216 COPPER 3/4" SL 734 TIGER 3/4" SL 2212. MAIN 2" SL</p>	<p>Sewer Updates: NONE @ THIS TIME</p>	<p>Cemetery Updates: 1 - FUNERAL</p>
<p>Roadway Updates/Concerns: CLEANING: PATCHING ROADS; STREETS</p>		
<p>Equipment Issues/Updates: ALL EQUIPMENT IN GOOD WORKING ORDER</p>		
<p>Staffing Issues: NONE @ THIS TIME</p>	<p>Department Needs: BENEFITS AND INSURANCE FOR THESE WORKERS - WATER TRUCK - SWEEPER</p>	
<p>Upcoming Projects: AWAITING WATER PROJECT TO GET UNDER WAY LIGHTING PROJECT FOR YONDERO PARK; LITTLE LOGS FIELD TO GET UNDER WAY</p>		
<p>Information provided by: <i>Beverly Hernandez</i></p>		<p>Date: 19 July 2022</p>



Mammoth Public Library



July 2022 Library Report

Good Evening Council

Hope everyone is well.

Welcome to a new fiscal year at the library. Due to the over 18 month closure of the library it has been difficult to get our patrons back in but, we are starting to see some old faces again which is wonderful. Our final count for the 21-22 year was an average of first quarter was still closed, second average was 10 per day, third average was 11 per day, and the fourth quarter averaged 14 per day. It is a slow process but we are growing once again. We have completed the remodel of our computer area and it was a space saver. We have purchased new signs for the library as well. One will be on the front of the library above the door way roof and the other will be on the wall facing Main St. We are still looking for funding to establish a new game room/teen reading room. The new benches should be installed by the end of summer. We have also established a daily supply of Books/DVD for sale section, here we can have a consistent supply of items that can be purchased for most items \$1.00 each. This will help in our Donation Collections for all our library needs thus saving the town some of the cost in running the library. With Covid on the rise again we will not be having a party for the summer therefore, our donations will be set aside for the building fund at the end of August and we will attempt to have a Christmas party in December.



Thank you and have a Wonderful Month

Sharon Christiansen



Telephone:
(520) 487-2026

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

FAX:
(520)487-2364



**Town of Mammoth
Planning and Zoning Commission**

Good Evening Council this is the Report for July 2022

We still have not held our first meeting but plan to on the 19th. I have been focusing on the library and have not had much time to assist with zoning, I am doing all that comes across my desk but have not been active in seeking out violations. We really do need a full time compliance officer to handle this job. Now with the permitting it is needed more than ever. I can not offer the time or the diligence needed anymore. We still need at least 2 more people on the commission as well.

Thank you and have a wonderful night.

Sharon Christiansen
P&Z Mammoth Arizona



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TOWN OF MAMMOTH
PO BOX 130
MAMMOTH, AZ 85618-0130
United States

Health

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TOWN OF MAMMOTH
125 N CLARK ST
MAMMOTH, AZ 85618
United States

INVOICE NO: 12990376	DATE: 04/18/2022
PURCHASE ORDER NUMBER	2875
TERMS	Net 30 Days From Invoice Date
FREIGHT	
CARRIER	
ACCOUNT	40141835
REF. NO.	320096859-1

Remit to:
Hach Company
2207 Collections Center Dr
Chicago, IL 60693
Phone: (800) 227-4224

These commodities are sold, packaged, marked, and labeled for destinations in the United States. Exportation of these commodities may require special licensing, packaging, marking or labeling.

LN#	PRODUCT DESCRIPTION	ITEM NO.	QUANTITY	UNIT PRICE	EXT. PRICE
1	SENSOR, ULTRASONIC, 10 FT CABLE	U53S010	1	1,288.00	1,288.00
ORDER CONTACT: BILL HERNADEZ 5202652908					
Notes:					
*TRACKING NUMBERS: 272159243306					
SUBTOTAL		1,288.00			
FREIGHT CHARGES		110.91			
TAX		149.69			
INVOICE TOTAL		1,548.60			

026450

TOWN OF MAMMOTH
HACH
2207 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

5/11/2022 Check No: 26450

INVOICE #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
12990376	5/03/2022	TEST-CHEMICALS	1,548.60	54-40-24

*Sensor, ultrasonic
10ft cable*

TOTAL AMOUNT 1,548.60
TO REORDER CALL SAFEGUARD BY KOLESZAR • (480) 892-7527

Pool Hawk Pool Services

400 E Ina Rd
Tucson AZ 85704

Invoice

Date	Invoice #
5/16/2022	58418

Bill To San Manuel Town Hall 108 Fifth Ave San Manuel, AZ 85631
--

2,350 lbs
47

Description	Amount
Replace sand Total Media (lbs.): 2350 for one Filter PENTAIR #143484 THE SERIES HORIZONTAL SAND FILTER 34" X 84" 2nd sand filter the same labor for removing sand from tank and installing disposal fee replace flow meter gauge replace pressure gauge labor to replace Sales Tax	904.751 2,900.001 675.001 336.901 124.901 85.001 510.09
Total	\$6,441.39

026511

TOWN OF MAMMOTH
POOL HAWK POOL SERVICES
400 E. INA RD.
TUCSON AZ 85704

5/20/2022 Check No: 26511

<u>INVOICE #</u>	<u>INV DATE</u>	<u>DESCRIPTION</u>	<u>INV AMOUNT</u>	<u>GL Number</u>
5841.B	5/16/2022	POOL SERVICES	3,241.39	10-64-31

TOTAL AMOUNT

3,241.39

TO REORDER CALL SAFEGUARD BY KOLESZAR • (480) 892-7527



ORDER NO PSO022581	ORDER DATE 05-16-2022
PAYMENT TERMS CASH ON DELIVERY	

Sonsray Machinery
1701 W Grant Road
Tucson AZ 85745
(520) 623-5648

PARTS INVOICE
PROFORMA

INVOICE TO:

TOWN OF MAMMOTH
125 CLARK ST
MAMMOTH AZ 85618
520-487-2331

Check Number :

SALESMAN : Brad Hamrick

ORDER NO : PSO022581

DELIVERY TERMS :

SHIP VIA :

CONTACT NAME :

POS.	QTY	PART NUMBER / Lot/Serial No	DESCRIPTION	WRH	PRICE	CORE	TOTAL
1	2	76344	ELBOW 90	W025	14 51	0.00	29.02
6	1	91703639	ATTACHMENT	W025	5692.40	0.00	5692.40

SALES TAX DETAILS

AZ : AZ State Tax
AZCOPIMA : Pima County Tax
AZCITUCSO : Tucson City Tax

320.40
28.61
148.75

PARTS HEADER DISCOUNT	5,721.42
MISC CHARGES	0.00
SUBTOTAL	5,721.42
SALES TAX	497.76
INVOICE TOTAL (USD)	6,219.18

REMIT TO:
SONSRAY MACHINERY LLC
P.O. BOX 513929
LOS ANGELES, CA 90051-3929

CUSTOMER NO BP0029413
CUSTOMER PO 002888

SHIP TO :

TOWN OF MAMMOTH
125 CLARK ST
MAMMOTH AZ 85618
520-487-2331

John S. Hamrick
CUSTOMER ACCEPTANCE

TOWN OF MAMMOTH
SONSRAY MACHINERY LLC
TUCSON AZ 85745

INVOICE #
PS0022581-B

INVOICE DATE
5/24/2022

DESCRIPTION
ELBOW, ATTACHMENT

INVOICE DATE
5/24/2022

INVOICE AMOUNT
6,219.18

CHECK NUMBER
41-40-25

CHECK NO: 26518

026518

TOTAL AMOUNT
6,219.18

TO REORDER CALL SAFEGUARD BY KOLESZAR • (480) 892-7527

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
1200								
1200	AT & T	287235901871	MAINT CONTRACT	07/11/2022	117.40	117.40	07/13/2022	
1200	AT & T	287235901871	MAINT CONTRACT	07/11/2022	58.70	58.70	07/13/2022	
1200	AT & T	287235901871	MAINT CONTRACT	07/11/2022	58.68	58.68	07/13/2022	
	Total 1200				234.78	234.78		
5215	LESLIE'S	00556-01-0661	POOL CHEMICALS	07/06/2022	290.68	290.68	07/13/2022	
	Total 5215				290.68	290.68		
5580	MAMMOTH LUMBER	886955	SUPPLIES/LUMBER/FITTINGS	06/16/2022	6.89	6.89	06/16/2022	
5580	MAMMOTH LUMBER	886955	SUPPLIES/LUMBER/FITTINGS	06/16/2022	114.65	114.65	06/16/2022	
5580	MAMMOTH LUMBER	886955	SUPPLIES/LUMBER/FITTINGS	08/16/2022	80.94	80.94	06/16/2022	
5580	MAMMOTH LUMBER	886955	SUPPLIES/LUMBER/FITTINGS	06/16/2022	40.48	40.48	06/16/2022	
5580	MAMMOTH LUMBER	886955	SUPPLIES/LUMBER/FITTINGS	06/16/2022	190.41	190.41	06/16/2022	
	Total 5580				433.37	433.37		
5602	MAMMOTH TOWING AND SERVI	121949	TIRES	05/19/2022	1,472.47	1,472.47	06/16/2022	
5602	MAMMOTH TOWING AND SERVI	151914	TIRES	06/16/2022	342.60	342.60	06/16/2022	
5602	MAMMOTH TOWING AND SERVI	2731	HOSE CLAMPS, ANTIFREEZE,	03/30/2022	124.14	124.14	06/16/2022	
	Total 5602				1,939.21	1,939.21		
6065	M.V. ENTERPRISES, INC	21016	DEISEL FUEL	07/06/2022	6,769.00	6,769.00	07/13/2022	
	Total 6065				6,769.00	6,769.00		
7060	PINAL CO SHERIFF'S DEPT	#223 INVOICE	JAIL FEES	06/23/2022	1,140.00	1,140.00	07/13/2022	
	Total 7060				1,140.00	1,140.00		
7140	PITNEY BOWES BANK	7/23/22	Contract fees	07/11/2022	610.79	610.79	07/13/2022	
	Total 7140				610.79	610.79		
7380	PUBLIC SAFETY PERSONNEL R	PS22-237496A	POLICE RETIREMENT EMPLOY	06/23/2022	741.36	741.36	06/29/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-237496B	POLICE RETIREMENT EMPLOY	06/23/2022	3,133.60	3,133.60	06/29/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-237497A	POLICE RETIREMENT EMPLOY	06/23/2022	750.31	750.31	06/29/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-237497B	POLICE RETIREMENT EMPLOY	06/23/2022	3,167.25	3,167.25	06/29/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-237498A	POLICE RETIREMENT EMPLOY	06/23/2022	867.04	867.04	06/29/2022	
7380	PUBLIC SAFETY PERSONNEL R	PS22-237498B	POLICE RETIREMENT EMPLOY	06/23/2022	3,605.98	3,605.98	06/29/2022	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 7380								
7400	PURCHASE POWER	6/19/2022	POSTAGE	06/28/2022	48.85	48.85	06/29/2022	
Total 7400								
8200	SOUTHWEST GAS	910001450280	910001450280	07/06/2022	31.66	31.66	07/13/2022	
8200	SOUTHWEST GAS	910001450312	910001450312-9/21/21	07/06/2022	31.66	31.66	07/13/2022	
8200	SOUTHWEST GAS	910002538719	910002538719	07/06/2022	37.31	37.31	07/13/2022	
8200	SOUTHWEST GAS	910002538766	910002538766	07/06/2022	48.51	48.51	07/13/2022	
Total 8200								
9140	TOWN OF MAMMOTH	389001-7/20/22	389001	07/06/2022	72.78	72.78	07/13/2022	
9140	TOWN OF MAMMOTH	41800-7/20/22	41800	07/06/2022	22.14	22.14	07/13/2022	
9140	TOWN OF MAMMOTH	60100-7/20/22	60100	07/06/2022	22.14	22.14	07/13/2022	
9140	TOWN OF MAMMOTH	60400-7/20/22	60400	07/06/2022	35.59	35.59	07/13/2022	
9140	TOWN OF MAMMOTH	7900-7/20/22	7900	07/06/2022	368.85	368.85	07/13/2022	
9140	TOWN OF MAMMOTH	7903-7/20/22	7903	07/06/2022	171.78	171.78	07/13/2022	
9140	TOWN OF MAMMOTH	96400-7/20/22	96400	07/06/2022	77.18	77.18	07/13/2022	
9140	TOWN OF MAMMOTH	96511-7/20/22	96511	07/06/2022	24.03	24.03	07/13/2022	
9140	TOWN OF MAMMOTH	96511-7/20/22	96511	07/06/2022	24.03	24.03	07/13/2022	
9140	TOWN OF MAMMOTH	96511-7/20/22	96511	07/06/2022	24.03	24.03	07/13/2022	
Total 9140								
9460	U S DEPT OF INTERIOR	103515-7/1/22	100 W 3RD ST	07/12/2022	50.20	50.20	07/13/2022	
9460	U S DEPT OF INTERIOR	11618-7/1/22	TELEMETRY	07/12/2022	25.32	25.32	07/13/2022	
9460	U S DEPT OF INTERIOR	14079-7/1/22	MAMMOTH SR LGUE BALL PK	07/12/2022	21.27	21.27	07/13/2022	
9460	U S DEPT OF INTERIOR	23963-7/1/22	MAMMOTH BALLFIELD	07/12/2022	88.43	88.43	07/13/2022	
9460	U S DEPT OF INTERIOR	27942-7/1/22	807 ARTHUR PL	07/12/2022	17.00	17.00	07/13/2022	
9460	U S DEPT OF INTERIOR	29882-7/1/22	SOFTBALL FLD	07/12/2022	29.12	29.12	07/13/2022	
9460	U S DEPT OF INTERIOR	30954-7/1/22	HWY 77 & RASH	07/12/2022	2,182.96	2,182.96	07/13/2022	
9460	U S DEPT OF INTERIOR	5035-7/1/22	704 SAN MANUEL DR	07/12/2022	608.62	608.62	07/13/2022	
9460	U S DEPT OF INTERIOR	5039-7/1/22	pUMP #5	07/12/2022	673.59	673.59	07/13/2022	
9460	U S DEPT OF INTERIOR	5049-7/1/22	HWY 77 WASTE WATER PLANT	07/12/2022	863.71	863.71	07/13/2022	
9460	U S DEPT OF INTERIOR	5501-7/1/22	89 D-D LIGHTS	07/12/2022	1,223.75	1,223.75	07/13/2022	
9460	U S DEPT OF INTERIOR	5506-7/1/22	CITY PARK TENNIS	07/12/2022	20.00	20.00	07/13/2022	
9460	U S DEPT OF INTERIOR	5508-6/1/2022	125 n clark st	06/16/2022	218.96	218.96	06/16/2022	
9460	U S DEPT OF INTERIOR	5508-6/1/2022	125 n clark st	06/16/2022	218.97	218.97	06/16/2022	
9460	U S DEPT OF INTERIOR	5508-6/1/2022	125 n clark st	06/16/2022	218.97	218.97	06/16/2022	
9460	U S DEPT OF INTERIOR	5508-7/1/22	125 N CLARK ST	07/12/2022	260.65	260.65	07/13/2022	
9460	U S DEPT OF INTERIOR	5508-7/1/22	125 N CLARK ST	07/12/2022	260.65	260.65	07/13/2022	
9460	U S DEPT OF INTERIOR	5508-7/1/22	125 N CLARK ST	07/12/2022	260.64	260.64	07/13/2022	
9460	U S DEPT OF INTERIOR	5511-7/1/22	PHILLIP FINCH FIELD	07/12/2022	20.00	20.00	07/13/2022	
9460	U S DEPT OF INTERIOR	5512-7/1/22	223 HWY 77 CONCESSION	07/12/2022	23.06	23.06	07/13/2022	
9460	U S DEPT OF INTERIOR	5514-7/1/22	SWIMMING POOL	07/12/2022	598.13	598.13	07/13/2022	
9460	U S DEPT OF INTERIOR	5515-7/1/22	717 OLD TIGER MINE RD	07/12/2022	211.45	211.45	07/13/2022	
9460	U S DEPT OF INTERIOR	70970-7/1/22	GIRLS SOFTBALL CONCESSN	07/12/2022	20.43	20.43	07/13/2022	
9460	U S DEPT OF INTERIOR	80281-7/1/22	104 S MAIN YLLW	07/12/2022	311.44	311.44	07/13/2022	
9460	U S DEPT OF INTERIOR	92842-7/1/22	HWY 77 CHURCH SPRINKLERS	07/12/2022	20.09	20.09	07/13/2022	
9460	U S DEPT OF INTERIOR	92843-7/1/22	HWY 77 STA	07/12/2022	51.15	51.15	07/13/2022	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
9460	U S DEPT OF INTERIOR	98468-7/1/22	TWN YD	07/12/2022	37.12	37.12	07/13/2022	
	Total 9460:				8,535.68	8,535.68		
9520	CENTURYLINK	5203853031-6/	5203853031-	07/12/2022	106.40	106.40	07/13/2022	
9520	CENTURYLINK	5203853088-6/	5203853088	07/12/2022	142.63	142.63	07/13/2022	
9520	CENTURYLINK	5204870144	5204870144	07/06/2022	166.19	166.19	07/13/2022	
9520	CENTURYLINK	5204870144-5/	5204870144	07/06/2022	166.49	166.49	07/13/2022	
9520	CENTURYLINK	5204870144-6/	5204870144	07/12/2022	167.96	167.96	07/13/2022	
9520	CENTURYLINK	5204872152	5204872152	07/06/2022	316.36	316.36	07/13/2022	
9520	CENTURYLINK	5204872152-6/	5204872152	07/12/2022	315.90	315.90	07/13/2022	
9520	CENTURYLINK	5204879348-	5204879348	07/06/2022	218.34	218.34	07/13/2022	
9520	CENTURYLINK	5204879174	5204879174	07/06/2022	111.11	111.11	07/13/2022	
9520	CENTURYLINK	5204879174-6/	5204879174	07/12/2022	111.06	111.06	07/13/2022	
	Total 9520				1,822.44	1,822.44		
9760	USA BLUE BOOK	012661	black dragon latex gloves	07/06/2022	107.22	107.22	07/13/2022	
9760	USA BLUE BOOK	982055	RESPIRATOR, CHLORINE TEST	06/16/2022	447.44	447.44	06/16/2022	
	Total 9760				554.66	554.66		
9940	WASTE MANAGEMENT	8477254-1575	WASTEMANAGEMENT TOWN PIC	07/06/2022	7,028.50	7,028.50	07/13/2022	
9940	WASTE MANAGEMENT	8484119-1575	CIRCLE K	07/12/2022	1,116.44	1,116.44	07/13/2022	
9940	WASTE MANAGEMENT	8484179-1575	DOLLAR GENERAL	07/12/2022	242.48	242.48	07/13/2022	
9940	WASTE MANAGEMENT	8484179-1575-	ROLL OFF DUDLEYVILLE LAND	07/12/2022	293.70	293.70	07/13/2022	
	Total 9940				8,681.12	8,681.12		
10262	XEROX FINANCIAL SERVICES	3308672	ADMIN COPIER	07/11/2022	299.72	299.72	07/13/2022	
	Total 10262				299.72	299.72		
11049066	RODRIGUEZ, PABLO	INV0009	MONITOR SWIMMING POOL	06/30/2022	1,000.00	1,000.00	06/30/2022	
	Total 11049066				1,000.00	1,000.00		
11049207	AMRRP	JUNE 2022	6/2022-2000129 5	07/06/2022	608.85	608.85	07/13/2022	
11049	AMRRP	JUNE 2022	6/2022-2000129 5	07/06/2022	202.95	202.95	07/13/2022	
11049	AMRRP	JUNE 2022	6/2022-2000129 5	07/06/2022	608.85	608.85	07/13/2022	
11049	AMRRP	JUNE 2022	6/2022-2000129 5	07/06/2022	608.86	608.86	07/13/2022	
	Total 11049207				2,029.51	2,029.51		
11049210	O'REILLY AUTOMOTIVE, INC	1776136-5/28/	STARTER, RADIATOR	06/16/2022	230.72	230.72	06/16/2022	
	Total 11049210				230.72	230.72		
11049214	DIAMOND STAR POLYGRAPH S	22-055	POLYGRAPH-MERRITT	07/07/2022	225.00	225.00	07/13/2022	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 11049214								
11049247					225.00	225.00		
11049	DESERTO WEED CONTROL	7/1/22	HERBICIDE	07/06/2022	3,777.00	3,777.00	07/13/2022	
11049	DESERTO WEED CONTROL	7/1/22	HERBICIDE	07/06/2022	450.00	450.00	07/13/2022	
Total 11049247								
11049320					40.00	40.00		
11049	ACCOUNTS RECEIVABLE	2209542	DRINKING WATER	07/11/2022	40.00	40.00	07/13/2022	
Total 11049320								
11049343					503.95	503.95		
11049	AMRRP	JUNE 2022	6/2022-WC2000131 5	07/06/2022	503.95	503.95	07/13/2022	
11049	AMRRP	JUNE 2022	6/2022-WC2000131 5	07/06/2022	187.99	187.99	07/13/2022	
11049	AMRRP	JUNE 2022	6/2022-WC2000131 5	07/06/2022	503.95	503.95	07/13/2022	
11049	AMRRP	JUNE 2022	6/2022-WC2000131 5	07/06/2022	503.95	503.95	07/13/2022	
Total 11049343								
11049458					653.60	653.60		
11049	SCHEMPF, JOHN	6/16/2022	emt backboard, backboard straps	06/28/2022	653.60	653.60	06/29/2022	
Total 11049458								
11049479					1,250.00	1,250.00		
11049	WILLIAMS, HARRY	06	Water Testing	06/16/2022	1,250.00	1,250.00	06/16/2022	
11049	WILLIAMS, HARRY	07	Water Testing	07/12/2022	1,250.00	1,250.00	07/13/2022	
Total 11049479								
11049489					927.00	927.00		
11049	LEXIPOL	INVPR10806	POLICEONE ACADEMY ANNUAL	07/07/2022	927.00	927.00	07/13/2022	
Total 11049489								
11049497					375.00	375.00		
11049	ESTRADA, JOE ARNOLD SR	#223	2022 JUDICIAL CONFERENCE R	07/06/2022	375.00	375.00	07/13/2022	
Total 11049497								
11049501					450.00	450.00		
11049	SANCHEZ, ANGELA	004	DIRECT SPENDING GRANT RE	07/06/2022	450.00	450.00	07/13/2022	
Total 11049501								
11049509					723.59	723.59		
11049	WC INDUSTRIES LLC	1520	R&R engine mount, R&R starter	07/12/2022	723.59	723.59	07/13/2022	
11049	WC INDUSTRIES LLC	1527	relineve code, throttle body, R&R t	07/12/2022	580.38	580.38	07/13/2022	
11049	WC INDUSTRIES LLC	1528	retr-ve code, replaced camshaft	07/12/2022	281.69	281.69	07/13/2022	
Total 11049509								
11049526					931.56	931.56		
11049	WEX BANK	81060403	FUEL PURCHASE	06/16/2022	931.56	931.56	06/16/2022	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Pa d	Date Paid	Voided
11049	WEX BANK	81060403	FUEL PURCHASE	06/16/2022	606.49	606.49	06/16/2022	
11049	WEX BANK	81060403	FUEL PURCHASE	06/16/2022	606.49	606.49	06/16/2022	
11049	WEX BANK	81790511	FUEL	07/11/2022	1,294.36	1,294.36	07/13/2022	
11049	WEX BANK	81790511	FUEL	07/11/2022	745.98	745.98	07/13/2022	
11049	WEX BANK	81790511	FUEL	07/11/2022	745.97	745.97	07/13/2022	
Total 11049526					4,930.85	4,930.85		
11049541								
11049	GRANITE TELECOMMUNICATIO	562541342	TELEPHONE	07/07/2022	159.04	159.04	07/13/2022	
11049	GRANITE TELECOMMUNICATIO	562541342	TELEPHONE	07/07/2022	159.04	159.04	07/13/2022	
11049	GRANITE TELECOMMUNICATIO	562541342	TELEPHONE	07/07/2022	159.04	159.04	07/13/2022	
11049	GRANITE TELECOMMUNICATIO	562541342	TELEPHONE	07/07/2022	159.04	159.04	07/13/2022	
11049	GRANITE TELECOMMUNICATIO	562541342	TELEPHONE	07/07/2022	159.05	159.05	07/13/2022	
Total 11049541					795.21	795.21		
11049548								
11049	WEST COAST ENERGY SYSTE	28447-1	DIESEL MOBILE GENERATOR	05/31/2022	60,540.06	60,540.06	06/29/2022	
Total 11049548					60,540.06	60,540.06		
11049549								
11049	HIGHLAND PRODUCTS GROUP	310024204	BLEACHERS	05/27/2022	43,996.01	43,996.01	06/29/2022	
Total 11049549					43,996.01	43,996.01		
11049550								
11049	INSTRUMENTATION AND CONT	30854	FLOW VERIFICATION	06/14/2022	1,300.00	1,300.00	06/29/2022	
Total 11049550					1,300.00	1,300.00		
11049551								
11049	ABCO AIR CONDITIONING	1038	3 AC UNITS & 2 TANKLESS HOT	06/30/2022	27,351.34	27,351.34	06/30/2022	
Total 11049551					27,351.34	27,351.34		
11049552								
11049	ELIZABETH ANN CHRISTIANSE	5210847	5210847	07/06/2022	114.39	114.39	07/13/2022	
Total 11049552					114.39	114.39		
11049553								
11049	AOKA ENGINEERING LLC	3	PLAN REVIEW-EXCAVATION	07/11/2022	54.60	54.60	07/13/2022	
Total 11049553					54.60	54.60		
Grand Totals					199,623.32	199,623.32		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
	Dated							
	Mayor							
	City Council:							
	City Recorder:							
	City Treasurer:							

Report Criteria:

Detail report.

Invoices with totals above \$0 included

Paid and unpaid invoices included

Analyzed Business Checking - PF

Account number: 1458546908 ■ June 1, 2022 - June 30, 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



IMPORTANT ACCOUNT INFORMATION

We're making important changes to the terms and conditions of some of our accounts. If these changes affect you, they will be included in the Important Account Information section associated with your specific account.

Account summary

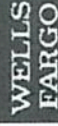
Analyzed Business Checking - PF

Account number	Beginning balance	Total credits	Total debits	Ending balance
1458546908	\$1,289,609.46	\$179,878.87	-\$116,121.77	\$1,353,366.56

Credits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
06/01		192.49	06/01Bankcard Deposit -0483205938
06/01		892.82	Desktop Check Deposit
06/02		200.00	Desktop Check Deposit
06/02		242.00	Tsys/Transfirst Bkcd Slmt 220601 41399800968346 41399800968346 AZ
			Fare-Mammoth Magist 053122
06/02		295.94	06/02Bankcard Deposit -0483205938
06/03		100.00	Desktop Check Deposit
06/03		524.77	06/03Bankcard Deposit -0483205938
06/06		296.28	Desktop Check Deposit
06/06		379.94	Arizona State Tr Corp Pmt D1212389 Rmr*IV*City Sales TaxI
06/06		1,410.99	06/06Bankcard Deposit -0483205938
06/06		9,701.43	Arizona State Tr Corp Pmt D1212296 Rmr*IV*City Sales TaxI
06/07		1,330.32	Desktop Check Deposit
06/07		2,102.43	06/07Bankcard Deposit -0483205938
06/07		2,780.41	Desktop Check Deposit
06/07		11,371.57	Arizona State Tr Corp Pmt D1212493 Rmr*IV*Highway User Rev. FundI
06/08		1.00	Cash Only Customer Deposit



Electronic deposits/bank credits (continued)

Effective date	Posted date	Amount	Transaction detail
06/08		15.00	Cash Only Customer Deposit
06/08		76.00	Cash Only Customer Deposit
06/08		101.47	Cash Only Customer Deposit
06/08		115.00	Cash Only Customer Deposit
06/08		241.58	Cash Only Customer Deposit
06/08		291.00	Cash Only Customer Deposit
06/08		578.68	Cash Only Customer Deposit
06/08		588.94	06/08Bankcard Deposit -0483205938
06/08		2,433.52	Desktop Check Deposit
06/09		382.30	06/09Bankcard Deposit -0483205938
06/09		523.77	Arizona State Tr Corp Pmt D1212737 Rmr*IV*City Sales Tax
06/10		1,192.54	06/10Bankcard Deposit -0483205938
06/10		2,747.43	Desktop Check Deposit
06/10		8,035.53	Arizona State Tr Corp Pmt D1212954 Rmr*IV*State Sales Tax
06/10		16,485.43	Arizona State Tr Corp Pmt D1212830 Rmr*IV*Urban Revenue Sharing
06/13		1,392.87	06/13Bankcard Deposit -0483205938
06/13		47,608.67	Desktop Check Deposit
06/14		1,111.12	06/14Bankcard Deposit -0483205938
06/14		4,940.67	Desktop Check Deposit
06/14		5,294.64	Arizona State Tr Corp Pmt D1213289 Rmr*IV*Vehicle License Tax
06/15		195.00	Cash Only Customer Deposit
06/15		200.00	Cash Vault Deposit
06/15		434.22	Cash Only Customer Deposit
06/15		549.73	Cash Only Customer Deposit
06/15		644.33	Desktop Check Deposit
06/15		820.26	Cash Only Customer Deposit
06/15		1,114.39	Cash Only Customer Deposit
06/15		1,432.20	06/15Bankcard Deposit -0483205938
06/16		639.23	Desktop Check Deposit
06/16		1,215.49	06/16Bankcard Deposit -0483205938
06/17		523.62	06/17Bankcard Deposit -0483205938
06/17		3,458.69	Desktop Check Deposit
06/21		1,223.96	06/21Bankcard Deposit -0483205938
06/21		1,488.78	Desktop Check Deposit
06/22		1,485.54	06/22Bankcard Deposit -0483205938
06/22		2,944.04	Desktop Check Deposit
06/23		757.36	06/23Bankcard Deposit -0483205938
06/23		1,194.18	Desktop Check Deposit
06/23		6,544.49	Arizona State Tr Corp Pmt D1213642 Rmr*IV*Vehicle License Tax
06/24		88.55	Desktop Check Deposit
06/24		338.83	06/24Bankcard Deposit -0483205938
06/24		7,462.66	Arizona State Tr Corp Pmt D1213781 Rmr*IV*State Sales Tax
06/27		476.61	06/27Bankcard Deposit -0483205938
06/27		768.55	Desktop Check Deposit
06/27		6,786.12	Arizona State Tr Corp Pmt D1214004 Rmr*IV*City Sales Tax
06/28		316.15	06/28Bankcard Deposit -0483205938
06/28		440.47	Desktop Check Deposit
06/29		26.50	06/29Bankcard Deposit -0483205938
06/29		119.00	Cash Only Customer Deposit



Electronic deposits/bank credits (continued)

Effective date	Posted date	Amount	Transaction detail
06/29	06/29	195.92	Cash Only Customer Deposit
06/29	06/29	250.00	Cash Only Customer Deposit
06/29	06/29	256.75	Cash Only Customer Deposit
06/29	06/29	297.54	Cash Only Customer Deposit
06/29	06/29	464.64	Cash Only Customer Deposit
06/29	06/29	609.36	Cash Only Customer Deposit
06/29	06/29	928.32	Cash Only Customer Deposit
06/29	06/29	942.00	Cash Only Customer Deposit
06/29	06/29	3,759.14	Arizona State Tr Corp Pmt D1214780 Rmr*IV*Smart & Safe AZ Fund\
06/30	06/30	100.00	Post Verify Deposit
06/30	06/30	175.00	Post Verify Deposit
06/30	06/30	232.95	Post Verify Deposit
06/30	06/30	275.45	Post Verify Deposit
06/30	06/30	373.00	Post Verify Deposit
06/30	06/30	548.20	Post Verify Deposit
06/30	06/30	803.10	06/30Bankcard Deposit -0483205938
			\$179,878.87 Total electronic deposits/bank credits
			\$179,878.87 Total credits

Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
06/02	06/02	5,470.70	< Business to Business ACH Debit - IRS Usat taxpymt 060222 220255392670828 Town of Mammoth
06/10	06/10	40.67	Bankcard Discount Fee - 0483205938
06/10	06/10	73.29	Bankcard Fee - 0483205938
06/10	06/10	91.24	Bankcard Interchange Fee - 0483205938
06/10	06/10	46.22	< Business to Business ACH Debit - Fdms Fdms Pymt 220610 052-1712236-000 Town of Mammoth
06/16	06/16	6,182.43	< Business to Business ACH Debit - IRS Usat taxpymt 061622 220256741626851 Town of Mammoth
06/21	06/21	48.41	< Business to Business ACH Debit - Fdms Fdms Pymt 220621 052-1386605-000 Town of Mammoth
			\$11,952.96 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
26300	5,611.68	06/03	26505	481.00	06/15	26519	65.25	06/03
26396	715.64	06/15	26508	80.00	06/01	26520	864.49	06/07
26403	103.39	06/22	26509	30.00	06/10	26521	1,005.37	06/03
26446	180.90	06/10	26515	1,305.81	06/06	26522	1,231.19	06/02
26452	70.00	06/24	26516	400.00	06/06	26523	722.58	06/02
26467	88.24	06/01	26517	53.72	06/03	26524	620.73	06/06



Checks paid (continued)

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
26525	432.67	06/03	26553	251.06	06/16	26583	1,965.03	06/23
26526	1,049.48	06/06	26554	2,174.36	06/15	26584	73.57	06/22
26527	1,117.92	06/01	26555	22.63	06/21	26585	1,211.76	06/21
26528	1,153.76	06/02	26556	90.95	06/22	26586	1,620.35	06/15
26529	1,127.81	06/06	26557	79.17	06/15	26587	918.00	06/21
26530	68.28	06/08	26559	924.87	06/17	26588	3,915.00	06/23
26531	69.92	06/13	26560	500.00	06/16	26589	80.40	06/29
26532	1,416.07	06/01	26561	510.00	06/10	26590	205.70	06/24
26533	677.14	06/02	26562	1,048.26	06/14	26591	433.37	06/23
26534	216.10	06/06	26563	1,573.82	06/21	26592	1,939.21	06/21
26535	1,062.80	06/01	26564	1,513.49	06/21	26593	230.72	06/24
26536	630.46	06/02	26565	987.80	06/16	26594	126.00	06/28
26537	1,767.88	06/01	26566	1,435.93	06/17	26597	9,664.20	06/23
26538	1,052.72	06/06	26567	715.64	06/21	26598	447.44	06/24
26539	296.38	06/06	26568	540.84	06/22	26599	2,144.54	06/23
26540	976.62	06/03	26569	432.67	06/17	26600	2,250.00	06/24
26541	1,965.03	06/03	26570	1,049.48	06/16	26602	976.08	06/30
26542	1,161.10	06/07	26571	1,117.92	06/15	26603	1,352.65	06/30
26543	1,071.88	06/01	26572	1,169.29	06/17	26604	757.32	06/30
26544	222.70	06/13	26573	1,383.20	06/21	26607	1,049.48	06/30
26545	104.31	06/09	26574	1,439.05	06/16	26608	1,127.78	06/29
26546	525.00	06/16	26575	987.80	06/17	26609	1,192.59	06/30
26547	102.64	06/13	26576	108.05	06/21	26614	1,576.90	06/29
26548	146.19	06/21	26577	1,058.06	06/16	26616	923.32	06/30
26549	7,028.50	06/13	26578	683.33	06/22	26618	885.15	06/29
26550	164.10	06/22	26579	1,767.88	06/15	26619	600.70	06/30
26551	299.72	06/14	26580	1,244.58	06/21	26620	1,767.88	06/29
26552	409.75	06/13	26582	976.62	06/17			
			\$104,168.81			Total checks paid		

* Gap in check sequence.

\$116,121.77 Total debits

Daily ledger balance summary

Date	Balance	Date	Balance
05/31	1,289,609.46	06/10	1,319,399.55
06/01	1,284,089.98	06/13	1,360,567.58
06/02	1,274,942.09	06/14	1,370,566.03
06/03	1,265,456.52	06/15	1,367,999.84
06/06	1,271,176.13	06/16	1,357,861.68
06/07	1,286,735.27	06/17	1,355,916.81
06/08	1,291,109.18	06/21	1,347,804.57
06/09	1,291,910.94		
Average daily ledger balance			\$1,327,849.65
		06/22	1,350,577.97
		06/23	1,340,951.86
		06/24	1,346,638.04
		06/27	1,354,669.32
		06/28	1,355,299.94
		06/29	1,357,711.00
		06/30	1,353,366.56



Effective June 1, 2022, we are making changes to the non-sufficient funds (NSF) and overdraft fees that affect your Commercial Banking account. Please review the below details:

Elimination of Returned Item (Non-sufficient Funds/NSF) Fee

We will no longer charge a NSF fee on certain items we return unpaid due to non-sufficient funds. The fee is displayed on your deposit or Client Analysis statement as NSF RETURN ITEM FEE or service code 24253 - OVERDRAFT CHARGE-RETURNED ITEM. Overdraft fees will continue to apply to items we pay into overdraft (up to a maximum of four fees per day for Commercial Banking accounts). These changes do not affect fees that third parties or other banks may charge.

For current versions of the Commercial Account Agreement, and applicable addenda, please visit wellsfargo.com/treasury. If you have additional questions, contact your relationship team.

Elimination of the overdraft protection transfer and advance fee

If you have linked your account to a savings account or credit card for overdraft protection, we will no longer charge the overdraft protection transfer or advance fee. Advances from a linked credit card will continue to accrue interest from the date of each advance. Overdraft fees continue to apply to any items we pay into overdraft where transfers and advances from your linked accounts cannot cover the cost.

**TOWN OF MAMMOTH
MINUTES OF A PUBLIC HEARING AND SPECIAL MEETING
OF THE MAMMOTH TOWN COUNCIL
JULY 7, 2022**

Minutes of a Special Meeting of the Mammoth Town Council
on July 7, 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 are adhering to Social Distancing Measures.

1. **CALL TO ORDER** – This meeting was called to order at 6:10 PM by Mayor Armenta
2. **PLEDGE OF ALLEGIANCE**-Angela Sanchez
3. **ROLL CALL**

PRESENT MEMBERS
Mayor Armenta
Vice Mayor Bustamante
Councilwoman Martinez
Councilman Martinez
Councilman Brewer
Councilman Dietz

PRESENT STAFF
Attorney S. Cooper (by phone)
Town Manager, J. Schempf

ABSENT MEMBERS

4. **CALL TO THE PUBLIC**
Vice Mayor Bustamante stated that the Neighborhood Watch Committee will start having monthly meetings again.

5. PUBLIC HEARING

BUDGET PRESENTATION

- A. **Public Hearing on the Primary Property Tax Levy for Fiscal Year 2022-2023**

Angela Sanchez explained that the Primary Property Tax Levy for FY 23 is \$52,788 and the tax rate will remain the same at 2.0251.

- B. **Public Hearing on the Adoption of the Final Budget for Fiscal Year 2022-2023 in the amount of \$10,826,617**

Angela Sanchez presented the FY23 Final Budget in the amount of \$10,826,617 compared to FY22 Budget of \$8,784,427.

- C. **Public Hearing on the Truth in Taxation for Fiscal Year 2022-2023**

Angela Sanchez explained that the Primary Property Tax Levy for FY23 is \$52,788 and the tax rate will remain the same at 2.0251. The net assessed valuation for the current year is \$2,545,270. The value of new construction was \$1,066. The proposed increase in primary property tax rate is \$0.

CLOSE PUBLIC HEARING AT 7:28 PM

6. SPECIAL BUSINESS

A. Discuss and Possible Approval to Set Pay Rate and Proof of Certification (CPR) for Pool Manager

Mayor Armenta stated she asked for this issue to be placed on the agenda to ensure the pool manager is CPR certified. John Schempf, Town Manager stated that the Pool Manager is being paid \$20 per hour only when the pool is open to the public and is being paid \$15 per hour for cleaning and other duties when the pool is closed. Councilwoman Martinez stated she is fine with this but the Pool Manager must be CPR certified, because she must be able to assist if there is an emergency. It was agreed the pool manager must get her certification as soon as possible.

Motion to Approve to Set Pay Rate for Pool Manager at \$20 per hour while the pool is open and \$15 per hour for other pool related duties and that the pool manager must obtain CPR certification as soon as possible.

Motion by Councilwoman Martinez Seconded by Councilman Martinez
Motion Passed Vote: 6-0

B. Discuss and Possible Approval of New Positions and Set Salaries for:

- a. Public Works Operator at \$17.75**
- b. Public Works Operator and Relief Format at \$18.75**

John Schempf, Town Manager explained that there are two heavy equipment operators whose positions need to be reclassified to accurately describe their job duties. Also one of the operators is also the relief foreman. He stated that in order to retain these skilled employees the town must compensate them for their actual work performed. He stated he would like to set the pay at \$17.75 for Public Works Operator and \$18.75 for Public Works Operator and Relief Foreman.

Motion Approve New Positions and Set Salaries for Public Works Operator at \$17.75 and Public Works Operator and Relief Format at \$18.75

Motion by Councilman Martinez Seconded by Councilman Dietz
Motion Passed Vote: 6-0

C. Approval of FY22-23 Salary Schedule

Angela Sanchez explained that the management staff reviewed the current salaries and gave a small raise based on the position was at the top or bottom of the pay scale. The new positions added were the Public Works Operator, Public Works Operator and Relief Foreman, and Planning and Zoning Officer. Total salaries for FY23 is \$819,492.36 compared to FY22 of \$767,127.00. Councilwoman Martinez stated that the town has needed a trained Planning and Zoning Officer who knows how to legally condemn property. Angela Sanchez stated that Paula Mullinex, Code Compliance Manger for Pinal County will be attending the Regular Council Meeting on July 21st to provide information to the town on the process to clean up properties. Councilwoman Martinez asked why no salaries were budgeted for Cemetery and staff stated they would move some salaries in the General Fund into Cemetery.

Motion to Approve of FY22-23 Salary Schedule
Motion by Councilwoman Martinez Seconded by Councilman Dietz
Motion Passed Vote: 6-0

D. Consideration and Possible Adoption of Resolution 2022-05 Approving the Final Budget for Fiscal Year 2022-2023 in the Amount of \$10,826,617

There was no further discussion on the budget.

Motion to Adoption of Resolution 2022-05 Approving the Final Budget for Fiscal Year 2022-2023 in the Amount of \$10,826,617

Motion by Councilwoman Martinez

Seconded by Councilman Dietz

Roll Call Vote:

Councilman Brewer-YES

Councilwoman Martinez-YES

Councilman Dietz-YES

Councilman Martinez-YES

Mayor Armenta-YES

Vice Mayor Bustamante-YES

Motion Passed Vote: 6-0

7. Adjourn

Motion to adjourn this meeting at 7:49 PM.

Motion by Councilwoman Martinez

Seconded 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 on July 7, 2022. I further certify that the meeting was duly called and held.



John Schempf, Interim Town Clerk

**TOWN OF MAMMOTH
MINUTES OF A REGULAR MEETING
OF THE MAMMOTH TOWN COUNCIL
JUNE 16, 2022**

**These are the Minutes of a Regular Meeting held by the Mammoth Town Council
On June 16, 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 are adhering to Social Distancing Measures.

1. CALL TO ORDER – This meeting was called to order at 7:18 PM Mayor Armenta.

2. PLEDGE OF ALLEGIANCE Mayor Armenta

3. ROLL CALL

PRESENT MEMBERS

Mayor Armenta
Vice Mayor Bustamante
Councilwoman Martinez
~~Councilman Martinez~~
Councilman Dietz
Councilman Brewer
Vacant Seat

PRESENT STAFF

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

ABSENT MEMBERS

Councilman Martinez Excused

4. CALL TO THE PUBLIC –

Mary Turner-Commenting on a meeting that took place on 3-24-22, concerning a gentleman who was commenting on allegations by the Council as to misconduct on business time. Stating that as he was leaving a Councilmember made comments to him and he responded. She was disappointed in the actions of the Councilmember and the fact that no other Councilmember defended what she saw a verbal attack on the speaker. The Chief was asked to escort him out of the meeting. She then commented on the May 19th entries stating that disciplinary action had been taken in regards to that issue and again was upset that this was made public (discipline of an employee should be confidential). Her final Statement "So I would request that all Councilmembers, please provide everybody who attends this meeting respect, honor and dignity. I've seen Councilmembers roll their eyes, I've seen them sigh, and I've seen disappointed because other people have different ideas, different opinions and different thoughts. I don't want to see that in my Council. I want my Councilmembers to give everybody the respect they deserve. I don't agree with everybody. But I will listen and I will consider what they say. I expect everybody here to do the same thing. I don't ever want to see anybody attack somebody or go after them for retribution. I'm very disappointed and I have to tell people this, as you people are representing me, and it's disgusting."

Dennis Oswald- Spoke of the enactment of nuisance barking laws. In those laws, the dogs barking for more than 10 minutes incessantly for a period of two hours then the owners can be cited, he believes Mammoth needs to do something like that, so people can get sleep at night. With that, no, he would like to open a door to possibly handling some of these 'tweakers' roaming the streets all night and causing these dogs to. He spoke of seeing a man in a wheelchair at 11 o'clock at night with two loose dogs riding down the middle of the road. He had no lights on him, and at four o'clock in the morning he returned going the other direction with two loose dogs. Creating quite a stir both times. "These are things that I think need to be addressed and possibly a town ordinance initiated."

5. CONSENT AGENDA

A. Staff Recommendations and Reports (Copies of all Reports can be found on the Agenda page of the website for this meeting)

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

B. APPROVE ACCOUNTS PAYABLE For Payment and Filing for May 2022

- C. Approve Meeting Minutes for
1. Special Meeting May 19, 2022
 2. Special Meeting May 26, 2022

MOTION TO APPROVE CONSENT AGENDA ITEMS A & C
MOTION BY COUNCILWOMAN MARTINEZ SECOND BY COUNCILMAN DIETZ
MOTION PASSED 5-0

MOTION TO TABLE ITEM SB for more information on check # 26450 for \$1,548.60 and check # 26518 for \$ 6,219.18

MOTION BY COUNCILWOMAN MARTINEZ SECOND BY COUNCILMAN DIETZ
MOTION TABLED 5-0

6. OLD BUSINESS

A. APPOINTMENT OF COUNCIL MEMBER TO BE SEATED UNTIL NOVEMBER 2022
COUNCIL MEETING WHEN NEWLY ELECTED COUNCIL MEMBERS WILL TAKE THEIR SEATS.

NOTE: NO APPLICATIONS HAVE BEEN RECEIVED, STAFF RECOMMENDS TO LEAVE SEAT VACANT UNTIL AUGUST COUNCIL MEETING

There was some discussion by Councilwoman Martinez and Vice Mayor Bustamante on the need to fill the seat vacated by Mr. Ponce. Citing that a Council of 6 has no tie-breaker vote. Town Manager Schempf stated that no one has turned in an Letter of Interest in this seat.

MOTION TO TABLE THIS ITEM UNTIL THE AUGUST 2022 AGENDA

MOTION BY COUNCILMAN BREWER SECOND BY COUNCILMAN DIETZ
ROLL CALL VOTE

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

MOTION IS TABLED VOTE 4-1

7. NEW BUSINESS

A. UPDATE ON THE CIELO PROJECT

DISCUSSION AND POSSIBLE DIRECTION TO STAFF

J Schempf--passed out some handouts showing the project layout. The Cielo Project has 2,948 dwelling units on 3,685 acres. The print outs are from 2005 and there has not been any movement since then. 3 weeks ago a broker claiming to work with Cielo wanted to know who the engineer on the project would be. Not having one the attorney suggested that we put this out for bids and request proposals. Our attorney Mr. Cooper gave a short statement on this project.

Mr. Cooper— Mayor council members, this development agreement is from before I was your account attorney. It was done in approximately 2005, there was a development agreement, an agreement to develop a water source and wastewater treatments. The development, when you look at the number of houses and everything, and you look at the relative area around it, you're looking at what's going to be a huge community, if and when it develops. What usually happens in these types of development agreements, you negotiate how they're going to be developed. Fortunately, the development agreement that you negotiated at that time, was presented by the town. We've got to pay for the cost of the engineering, the roads, the sewer, things of that nature. The reason that we are needing to start looking for an engineer to help us on it, is that when you develop municipal improvements, subdivisions, things of that nature, you have infrastructure. That's putting in roads, curbs, gutters, sidewalks, water lines, sewer lines, the developer has to put them in at the standard set by the community, which is going to be the generally accepted construction building for planned communities in the state of Arizona. We don't accept those as part of the property of the town until number one, they're built according to the plans, and built according to the state laws. Because, once we take all of these, they're ours, when the roads, sewers, or water lines need to be replaced, it's ours to take care of. If these are not developed properly the cost will come back on the town. When you build a road, you're usually looking at, at least a foot of what they call ABC, which is compress dirt and rocks, this builds your base. Then, depending on where the road is located, you're looking at about six inches of asphalt one on top of that. So for us to get somebody on staff to do these things. Is beyond our capability. So, we are going to be looking at trying to get requests for proposals from an engineering firm who would not only make sure that roads infrastructure, sewer lines are built according to appropriate standard but, the sewer lines also must have the appropriate slope on it so the sewer will flow properly. The sidewalks need to be built properly. This is very important that we make sure that we have retention on these properties so that your roads do not become stream beds.

Once it's dedicated to us, they generally give us a two year guarantee. So, we would look at finding a reputable engineering firm, we would look at their track record with other communities, other cities and towns, how well they're received. We will look at it how well they are going to be able to work with the developer. We want their loyalty to be with us, not the developer. However, part of the development agreement requires that the monies paid to retain these engineers have to come from the developers. So it's on their nickel, we want a good engineer, we don't want one that's overly oppressive, because we'd like this development to occur. But, we also want to make sure that we're protected when its developed, that we're not getting a call in the middle of the night, saying that there's flooding or that a waterline failed or the sewer plants backing up. Those are the kind of the things that we need to look at. We don't know how the economy is gonna go, but this has been on the books for 17 years. I think one of these days it is going to start, I can't tell you if I'm still going to be around when it does happen, but eventually it will happen. The view is beautiful. A lot of people are looking to get out of cities and towns. One of the biggest problems that I've seen in rural communities as far as economic development and getting people to want to settle here. They're scared to death about medical because the medical is so far away, it's either Tucson or Globe. You now have agreements with the air ambulance folks where people can get helicoptered out. So that eliminates a lot of issues that would keep people from wanting to live in this area. And one of the beautiful things is when they construct, you have a 4% construction tax there. So there is a revenue source that comes there, briefly, the construction sales tax is 4% on the construction and about 60% of the project is labor, things that are exempt on it. So when they're building these homes, in addition to building permits, and the building and selling of these properties, they're gonna have to pay construction sales tax to the town, if this thing were to boom, it is going to be a significant amount of money for the town to have in its coffers. And things have been really tight over the last 15 years for the Town of Mammoth, and it certainly would change the face of our community.

There was some discussion amongst Council concerning details of the original agreements, all members will receive copies of the original agreements that are filed and public record. The Council has instructed the staff to begin the process of obtaining the request of proposals and bids for the beginnings of this project which shall include the infrastructure planning of this annexation.

B. ADOPT "JUNETEENTH", AS A TOWN OF MAMMOTH HOLIDAY. IT IS NOW A FEDERAL HOLIDAY AND HAS BEEN ADOPTED BY MANY ARIZONA CITIES AND TOWNS.

MOTION TO APPROVE "JUNETEENTH", AS A TOWN OF MAMMOTH HOLIDAY

MOTION BY COUNCILWOMAN MARTINEZ SECOND BY VICE MAYOR BUSTAMANTE
MOTION PASSED 5-0

- C. APPROVE RESOLUTION 2022-02 TO TRANSFER THE CEMETERY ACCOUNT AND THE SOLID WASTE ACCOUNT TO THE GENERAL FUND FOR BETTER FINANCIAL CONTROL
MOTION TO APPROVE RESOLUTION 2022-02 TO TRANSFER THE CEMETERY ACCOUNT AND THE SOLID WASTE ACCOUNT TO THE GENERAL FUND FOR BETTER FINANCIAL CONTROL.

MOTION BY COUNCILWOMAN MARTINEZ SECOND BY COUNCILMAN DIETZ
MOTION PASSED 5-0

- D. APPROVE RESOLUTION 2022-03 TO DESIGNATE THE CHIEF FINANCIAL OFFICER FOR THE TOWN OF MAMMOTH FOR THE YEAR 2022-2023 AS REQUIRED BY ARIZONA STATUES.

MOTION TO APPROVE RESOLUTION 2022-03 TO DESIGNATE THE CHIEF FINANCIAL OFFICER FOR THE TOWN OF MAMMOTH FOR THE YEAR 2022-2023 AS REQUIRED BY ARIZONA STATUES.

MOTION BY COUNCILWOMAN MARTINEZ SECOND BY VICE MAYOR BUSTAMANTE
MOTION PASSED 7-0

- E. PUBLIC HEARING, DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 2022-04 TENTATIVE BUDGET IN THE AMOUNT OF \$10,960,296.00

MAYOR ARMENTA OPENED THE PUBLIC HEARING AT 7:45PM

COPIES OF THE TENTATIVE BUDGET ARE AVAILABLE AT THE TOWN HALL AS REQUIRED BY STATUTE

We're gonna start with the tentative budget summary. We have a total proposed budget of \$10,960,296. The General Fund proposed budget would be 1.3 million. It was 1.3 million last year, just shy of what it was last year. Any questions about that?

Q--The proposed budget is the 10 million versus the 3 million from last year because we added in that \$8 million grant for the water correct?

A--\$7.5 million in additional grants, yes, that's exactly it is. And we'll get to that in the grants section. Keep in mind that we had to put in all grants we hope to get, we got to already have it in the budget if we want to spend it. So this is an expanded figure. Don't go out spending this kind of money, we don't have it. It is projected to come. We got some information today about the next year's congressional direct spending grant. I'm going to focus on the school for that one. So we're hoping that will be something that we'll be able to utilize.

Did anyone have any questions about the tentative budget summary?

Q--Hypothetically in the numbers you have projected is there any space for additional hypothetical purchasing?

A--There is some extra space, we budgeted \$8 million in grants. So there is some extra room? Okay, so what we did was, I put together a capital improvement plan for the grant, and in there we budgeted \$1.9 million that includes code compliance through CDBG for \$130,000. IT equipment for \$500,000. I went high, because if we don't budget for it, and we get the grant, we won't be able to spend it. Development for commercial property of \$500,000, rehab and rent for school facility for community programming \$500,000. Then there are various smaller grants of \$367,922 and grants. So, there's definitely money in there that would cover some other things if those things come up.

Next is the Expenditure Limitation Summary. This is required by law. It makes sure that we don't overspend what we're allowed to spend.

Mr. Cooper Explains--This was kind of an offshoot of proposition 13. In California, where they wanted to limit spending. But they had a reverse effect. Arizona requires you to have a balanced budget. We can't spend the money if we don't have it by law. Referring to the 1978 numbers, these were basically the base numbers. If you did not have home rule, you could add that amount, plus an inflationary factor that's in there to kick it up. We have done the Home Rule elections and have that in place. So we are able to do these other things. That is basically it. Tonight, as you know, is about your ceiling. Meaning, if you approve this, you can't go any higher than that, you're always free to go lower. But you will not be able to spend these monies unless you actually have the revenues come in, and are able to do it.

Next is our general fund revenues. This is basically all the revenues that come in that aren't restricted. So, we have property taxes, right around \$52,788 is what is estimated by the county for this coming year. So, it'll be just slightly above. We have seen that our estimated new development has gone up. And I think that went up across the board. We have people constantly asking about property and looking at property here in town. So, they're estimating that we will have some additional revenues due to new construction. We did not raise property taxes, we did not raise any taxes. It is COVID, and the council did not talk to us about or express any kind of interest in raising taxes. So we didn't even look at that. You might want to look at that next year. However, that might be necessary. But, this year, we've got COVID money and that's going to help us and there's no reason to do it when we don't need to.

The local sales tax is at 4%, we did not raise any tax. This year we're going to do okay, but next year is going to be a struggle. When the COVID Money goes away. The town is going to have to make some hard decisions.

Next is Mayor and Council budget. We have this budgeted at \$2,650. They this year, it was estimated that you would spend \$2,304, actually as of May 30 you spent \$305. So the Council did not spend much money. And that's a good thing. This will allow for new chairs in the Council Room when you go back. We just have to be very careful, because while you underspend in some places, we've overspent in other places, so hopefully it all evens out. Community Promotions is for putting notices in the paper and informing the public of Council happenings.

Next is Administration. The total budget for Administration was \$532,001 of that \$75,000 was salaries, \$19,000 was for employee benefits.

Next is Police Department. The total budget for the police department is at \$479,962. That is \$236,707 for salaries that our officers and two part time or one full time clerk. We put \$5,000 for radios, or 5000 for radios and equipment maintenance. We put \$10,000 in for ammunition, they're probably not going to need that much, so we can move some of that around as long as we have it in the budget. This budget went higher. We went high and then as we get closer to the end of June, we will know better where we're at and what we need, then we can move that around. We can't go higher but we can definitely go lower so, on the final budget, you might see those numbers come down a little bit or just be moved around.

Q—PCSO figures are not here.

A—Yes the final budget will reflect PCSO, we will need to adjust the police budget for this.

Q—Concerning gas and oil, the tentative shows \$6000, they usually use about \$700 to \$1,000 per month. With gas prices over \$5 and going up they'll probably exhaust that \$6,000 quickly. Do we need to bump that number up just to make sure we're okay if gas goes up to \$7 a gallon by December?

A--We can move money from other places. So, we went high on some other things. As you can see here, we went high on some other things like that \$10,000 for ammunition, some of that can be moved over into gas and oil. We spent \$4,000 this year, so we're going up \$2,500 in gas and oil on this budget. Plus, we're going to have new vehicles. They will get better gas mileage, so we should be in a better situation.

Q—Animal Control you have that capped at \$5,000. I know we have that new agreement is this enough?

A—Yes, we only spent 2800. So I don't think we're going to go over the \$5,000. I need to get with the chief and find out what his totals are and what they need from Spillman. They are waiting on the IGA from Pinal County. So, we will move things around, to accommodate those as well as the IT IGA and the new dispatch system. He is gonna get those numbers for me. So there is some wiggle room.

Next is Public Works and Parks. We put Public Works and Parks together because, a lot of our Public Works was under the excise tax and HURF and a lot of it was in water. We needed to move those things out to make sure that we could justify what we're doing and have a better idea of what is really going on. So last year, we move some out of water, this year, we moved some more out of water in the budget. So we're trying to be as realistic as possible about where public works spend their time. We sat down and we looked at how to break them up by percentages. What percent was going to come out of HURF, what percentage did we think they used working on roads, what percentage do we think they use doing parks and public works activities. We looked at how much time did they spend on water and sewer, so we moved those things around. This will also cover the cemetery and we'll be moving cemetery and sanitation into the general fund.

Q—I know that we've been doing a lot of maintenance on a lot of our older equipment. Do you foresee that \$3,000 being enough to cover all of the additional maintenance that we need to do to bring this equipment up? We certainly hope so. We can also use HURF for some of that as well. Regarding HURF and Excise Tax, if we say we're taking 10% of everybody's salary and putting it in HURF or Excise or a combination of both, we have to be able to justify that. So, we're being cautious, if we find they're actually spending even more, then we can bump them back up, but we have to be careful. HURF includes sidewalks, curbs, gutters, and even the weed whacking that is done. So those hours should be broke out.

Next we're going to talk about Legal Services and we've budgeted \$40,000 for this fiscal year, to date we've used \$32,625.

Next is Magistrate and we're looking at a total budget for Magistrate of \$38,175 they've only used \$23,394. We're estimating it'd be right around \$28,515 by the end of the year. This Council promised the Magistrate a raise. So I budgeted in a 5% increase for the Judge and the clerk. It was very small amount, they don't make much, and their salary is very low.

Next is the Library. Last year, we budgeted \$58,977, this year we budgeted \$60,338.

Next is Planning and Zoning we budgeted an extra \$5,000 in there for miscellaneous. And we were hoping that will help us. Last year, we budgeted for community cleanups. And we had a very, very successful cleanup. So we want to make sure just in case that we have money to do another cleanup, because we definitely need to do that. Once we really get into doing some code compliance and some cleanup, we need to make sure that we have resources available. We need to make sure we're able to get dumpsters out and we're able to run a couple of community cleanups to make sure that we can provide some avenues and tools for people to be able to do what we need them to do and clean up their messes.

Q—I don't see any salaries in here. So, for a code compliance officer, where are you sticking that salary?

A—So we can certainly put that in salaries, we can add \$2,000 for code compliance. I have some interesting ideas about how to do that but, that's for another day.

Next is HURF Revenues. We have them budgeted at \$140,000. We're hoping that it will come in somewhere around there. I wanted to make sure that we go a little high with that matching funds, because we know that is going to be one of the places that we're going to get hit. So the county has estimated that there'll be about a 2% decrease. So that's what I budgeted, with about a 2% decrease.

Q—So, the carry forward fund balance, that's how much we still owe?

A—The Carry Forward Fund balance is, a portion of it is what we owe but, also we have monies from last year that we're going to move forward. Those are revenues they are not expenditures. We have a total budget of \$635,000. \$45,000 is what we budgeted every year as revenue. So that's money that if you go back and look at the general fund expenditures, we budgeted a transfer out to HURF for \$45,000. And that's required with our repayment agreement. If we have more at the end of the year, and we can move more over there, then we'll move more because, we want to, get that down as quickly as possible.

Excise tax, we're looking at probably about \$130,000 in revenues. We have a carry forward there, we're estimating at about \$160,000 for a total of \$290,000. Let's see

Next is Grants and grants is the interesting one. We have \$1.5 million in miscellaneous grants. The American Recovery is \$281,712, that's the second half, so that'll be the last of that. CDBG is at \$130,000 and we budgeted \$4 million of the water project for this coming fiscal year. So we're hoping to get a good start on that. And then the capital improvements, we budgeted \$1.9 million, for a total of \$8 million.

Next is Water, that's always a sad one. We're estimating that our water is going to be this fiscal year at about \$171,000. And we're looking at expenditures of \$368,000. So it is still upside down. And we are working to see if there's any of those expenditures that we can move out. So we're hoping, to move some more of those salaries out of water and over into either the general fund or sanitation depending on where they are. But that's where we're at right now. We're looking at metered water sales somewhere around \$300,000. I know that what we collected this year as a low compared to the \$300,000. But remember that our revenues were low this year, extremely low, because we had to pay back all of those credits. So that took a huge toll on the water fund. But it was required, we had to get it done. So, we wanted to make sure that we got it back to the residents, especially all of the current ones.

Notethere was a short discussion on people who are taking water in tankers for out of town use, and the idea of charging an out of town cost to this water as a way to increase some revenues.

Next is a Sewer Fund, the sewer fund actually has done pretty well, we have a surplus of \$8,516 and the total budget will be right around \$153,000.

Sanitation will be moving, this is one of the ones that we'll be moving over to the general fund. Because in all honesty, what's happening is we're just acting as a pass through. We charge the customers and then we send the money on. But, we do make a little money off of it. So that budget will be \$120,000.

Next, the Cemetery and this this one will also go into the general fund. Cemetery has a budget of about \$24,500. The cemetery did make a small amount of money this year. No wages have ever been budgeted in cemetery. I don't know why it just never has. I think that we should be budgeting wages in the cemetery by moving the cemetery over into the general fund, then we're better able to account for those. When our public works people have to go up to the cemetery on a Saturday, then we have to pay them overtime. So we're not getting credit for that. So when we move that over will be better accounted for what it's actually costing.

The last thing I want to talk to you about was I gave you all a copy of the tentative budget calendar and deadlines. So today is June 16. We'll adopt the tentative budget, hopefully. And then June 17 we'll be posting it on the town website, and June 22 thru July 6, it will be posted in the newspaper. And then we'll hold a special public hearing on the tax levy and final budget on July 7. And then we'll have the adoption. We have to wait 14 days and then the adoption will be July 21. Does anybody have any questions or concerns about this?

Mayor Armenta asks for comments from the public, hearing none. She asks for comments from the Council hearing none, the public hearing is closed at 8:20pm

MOTION TO APPROVE RESOLUTION 2022-04 TENTATIVE BUDGET IN THE AMOUNT OF \$10,960,296.00

MOTION BY COUNCILWOMAN MARTINEZ SECOND BY COUNCILMAN DIETZ
MOTION PASSED 5-0

9. MAYOR AND COUNCIL COMMENTS (No comments at this time)

J. SCHEMPF--The league is asking every town to have somebody representing their town at the league's meeting where they look at resolutions the league wants to put for next year. Mammoth has never sent anybody that I know of to this meeting. I intend to go but I can't vote, this has to be an elected official. Is there anybody interested? I have to let them know but you just show up on the 30th of August in Glendale at the Renaissance. Councilwoman Martinez has volunteered.
The other thing I wanted to mention is that we didn't move. We didn't do this meeting in the town hall and I want to update the COVID information that was in your packet. I'd like to say it was getting better last week there were 917 cases in Pinal County, this week is 937. That's doesn't mean there's 20 more people. That means there was 937 more cases in a week. Luckily, we're okay. But we don't have to go very far, up the highway to Florence and we're suddenly in an area that's quite heavy. We'll keep an eye on it. We cleaned out the town hall and we are ready. All the chairs are there, hopefully we'll be back there at the next meeting. But

COVID in Arizona is not doing well, the plus is there's been zero new deaths last week. Still nobody likes to get sick either.

Councilman Brewer—Discussed the idea of obtaining railroad ties for the horseshoe pit that he discussed a couple of meetings ago. Mr. Schempf asked if there was anything public works or the town could do to assist him in getting them. Councilman Brewer made reference to possibly having them brought to the town. Again Mr. Schempf said the offer to assist was open.

Councilwoman Martinez—Discussed National Night Out originally being set for August 2nd which is an Election Day. Further discussion stated that this was discussed and a new date of August 5th was decided. There was discussion on the pool and how it may be used as part of the National Night Out further discussion on this at next meeting. Also discussed was the donation of small toys or trinkets that could be donated for use as prizes for the children. An early donation of books and small stuffed animals were left with the Chief for that event. (Thank You Donor)

NotePool Admission of \$4.00 has been retracted and the Admission as of this morning is \$3.00. All changes will be made to Website and Flyers.

Vice Mayor Bustamante—Discussed the use of recycled signage for the purposes needed by the Neighborhood Watch Program. Too many people do not repurpose or recycle old items in the Town. He intends to create more needed signage and would like to Thank all the Volunteers that have helped in this project.

The Council and Staff shared their condolences with Mayor Armenta for the death of her daughter Michelle.

10. ADJOURN

MOTION TO ADJOURN AT 8:45PM

MOTION BY COUNCILWOMAN MARTINEZ SECOND BY VICE MAYOR BUSTAMANTE
MOTION PASSED 5-0

I certify that the preceding is a true and correct copy of the Town of Mammoth Council Meeting held June 16, 2022. I further certify that the meeting was duly called and held.



John Schempf, Interim Town Clerk



Town Of Mammoth

ORDINANCE NO. 2022-06

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF, MAMMOTH ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2023.

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2022-2023 is required to be finally adopted not later than the third Monday in August; and

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

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

SECTION 1: There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the Town of Mammoth, except such property as may be by law exempt from taxation, a primary property tax rate of \$2.0251 for the fiscal year ending on the 30th day of June, 2023. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Pinal is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the Town.

SECTION 2: It is the intent of the Town Council of the Town of Mammoth, Arizona, to levy the primary property tax for operations for the Town of Mammoth for fiscal year 2022-2023 will equal \$52,788.

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

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

Telephone
(520) 487-2311 VTDD

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

FAX
(520) 487-2152

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

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

PASSED AND ADOPTED by the Town Council of the Town of Mammoth, Arizona, this 21st day of July, 2022.

ATTEST:

Patricia Armenta, Mayor

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No 2022-06 as duly passed and adopted by the Town Council of the Town of Mammoth, at a Special Meeting on the 21st day of July, 2022, and that a quorum was present thereat.

John Schempf, Interim Town Clerk


Landlord:
Town of Mammoth
P.O. Box 130
Mammoth, Arizona 85618

Tenant:
VB BTS II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Site #: US-AZ-5122
Site Name: Mammoth

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "Agreement") is made this ____ day of _____, 20____ (the "Effective Date"), by and between **Town of Mammoth**, a Municipal Corporation ("**Landlord**"), whose address is P.O. Box 130, Mammoth, Arizona 85618, and **VB BTS II, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.


WHEREAS, Landlord owns certain real property located in the County of Pinal, in the state or commonwealth of Arizona, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the "**Property**"); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 50' x 50' (approximately 2,500 square feet) and to obtain easements for guy wires, guy anchors, utilities and access, as applicable (the "**Premises**"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Tenant's Communications Facilities (defined below).  **SEE COMMENT AT END**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

I. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the "**Option**") during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant's permitted use under this Agreement, all at Tenant's expense. Tenant shall be authorized to apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.


(b) In consideration of Landlord granting Tenant the ¹Option, Tenant agrees to pay Landlord the sum of ²One Thousand Two Hundred Dollars (\$1,200.00) within thirty (30) days of the full execution of this Agreement. ³The Option Period will be for an initial term of twelve (12) months from the Effective Date (the "Initial Option Period") and ⁴may be renewed by Tenant for twelve (12) additional months (the "Renewal Option") upon written notification to Landlord and the ⁵payment of an additional One Thousand Two Hundred Dollars (\$1,200.00) prior to the expiration date of the Initial Option Period. Unless utilized independently, the Initial ⁶Option Period and any Renewal Option Period shall be referred to collectively as the "Option Period." 

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "Notice of Exercise of Option"). The Notice of Exercise of Option shall set forth the commencement date (the "Commencement Date") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. TERM.

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an ⁷initial term of ten (10) years (the "Initial Term").

(b) Tenant shall have the option to extend the Initial Term for four (4) successive terms of ten (10) years each (each a "Renewal Term"). ⁸Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Term, of Tenant's intent not to renew. For purposes of this Agreement, "Term" shall mean the Initial Term and any applicable Renewal Term(s).  *SEE QUIPMENT AT END*

3. RENT.

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("Rent Commencement Date"), Tenant shall pay to Landlord a monthly rent payment of One Thousand Two Hundred Dollars (\$1,200.00) ("Rent") at the address set forth above on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) ⁹The Rent shall increase by 1.50% annually on each anniversary of the Rent Commencement Date.

4. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "Landlord Tax Reimbursement"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from

future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. USE. The Premises are being leased for the purpose of erecting, installing, operating and maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment, and to alter, supplement and/or modify same (collectively, the “**Communications Facilities**”). Tenant may, subject to the foregoing, make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant’s use of the Premises for the intended purposes. Tenant shall have the exclusive right to install and operate upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

6. ACCESS AND UTILITIES. During the Term, Tenant, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, sublessees, licensees, successors and assigns a nonexclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to obtain the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel and/or coordinating with Tenant’s efforts to obtain same. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant’s safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant’s request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant’s request, and Landlord shall obtain the consent and joinder of Landlord’s mortgagee to any such grant, if applicable.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Within ninety (90) days after the expiration or earlier termination of this Agreement (the “**Removal Period**”), Tenant shall remove its improvements and personal property and restore the Premises

to grade and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may assign this Agreement to any person or entity, including Lender (defined below), at any time without the prior written consent of Landlord. Upon such assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may not subdivide the Property without Tenant's prior written consent.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Property.

(c) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including without limitation reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and sub-contractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for towers constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any

portion of the Property for communications or broadcast facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party, during the Option Period or Term, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the Premises (or such larger portion of Landlord's property that encompasses the Premises, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase or acquire, or any executed purchase agreement or letter of intent ("**Offer**"), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms ("**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities (including, without limitation, if applicable guy anchors). Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including without limitation, if applicable, guy anchors, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in

no event shall this Agreement be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Lender.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant, Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "Landlord Mortgage"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "SNDA") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant and Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the leases/licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by

1.14.2021

Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Lender agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/licensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in this Agreement and/or leasehold interest in the Premises to Lender, Tenant or Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or Lender, together with the name and address of Lender if it is different from the information set forth in Section 29 hereof. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements

contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (ii) the requirements of Section 365(h) of Title II of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Sections 25 and 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Sections 25 and 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

1.14.2021

(f) Lender shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Lender must provide to Tenant at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peacefully and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:

Town of Mammoth
P.O. Box 130
Mammoth, AZ 85618

If to Tenant:

VB BTS II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487

If to Lender:

Toronto Dominion (Texas) LLC
31 West 52nd Street
New York, NY 10019
Attn: Admin Agent
Fax No. 416-982-5535

Ref: US-AZ-5122

Attn: VP Asset Management

With a copy to: General Counsel

30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option and Lease or Memorandum of Lease.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:

LANDLORD:

Town of Mammoth
a Municipal Corporation

Name: _____

By: _____

Name: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (name of signatory), _____ (title of signatory) of Town of Mammoth, a Municipal Corporation, on behalf of the company.

Notary Public _____

Print Name: _____

My Commission Expires: _____

(Tenant signature page to Option and Lease Agreement)

WITNESSES:

Name: _____
Name: _____

TENANT:

VB BTS II, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
_____, by _____ (name of signatory), _____
_____ (title of signatory) of VB BTS II, LLC, a Delaware limited liability company, on behalf of the
company.

Notary Public _____
Print Name: _____
My Commission Expires: _____

EXHIBIT 1

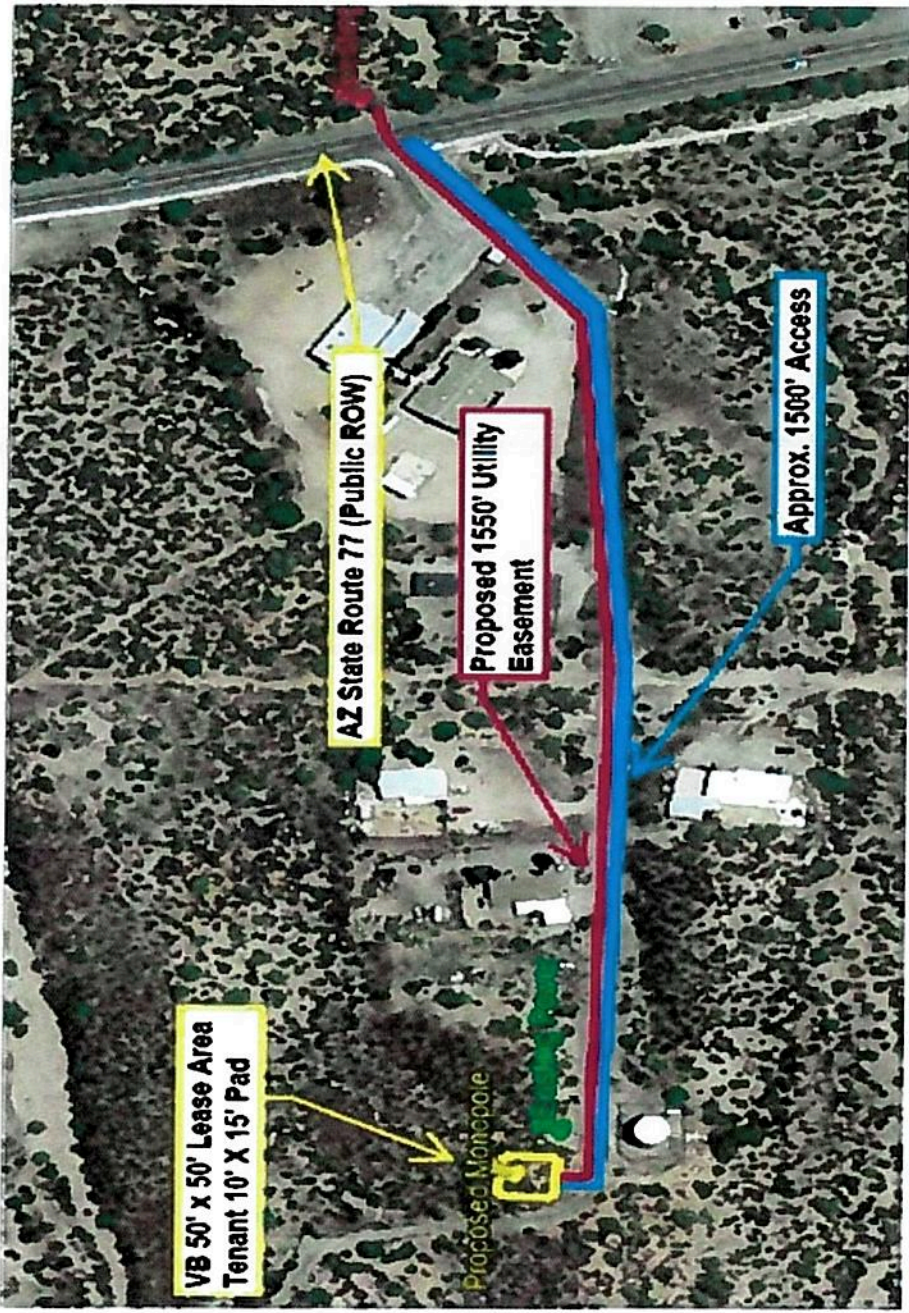
Legal Description of the Property (Parent Parcel)
(may be updated by Tenant upon receipt of final legal description from title)

Parcels commonly known as parcel #: 306-14-008E and parcel #: 306-14-017F and located in Pinal County, Arizona.

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)



Landlord:
Town of Mammoth
P.O. Box 130
Mammoth, Arizona 86618

Tenant:
VB BTS II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Site #: US-AZ-5122
Site Name: Mammoth

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "Agreement") is made this _____ day of _____, 20____ (the "Effective Date"), by and between **Town of Mammoth**, a Municipal Corporation ("Landlord"), whose address is P.O. Box 130, Mammoth, Arizona 86618, and **VB BTS II, LLC**, a Delaware limited liability company ("Tenant"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Pinal, in the state or commonwealth of Arizona, that is more particularly described and/or depicted in Exhibit 1 attached hereto (the "Property"); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 50' x 50' (approximately 2,500 square feet) and to obtain easements for guy wires, guy anchors, utilities and access, as applicable (the "Premises"), which Premises is more particularly described and/or depicted in Exhibit 2 attached hereto, for the placement of Tenant's Communications Facilities (defined below).

NOW THEREFORE

They hereby agree that they should pay for the use of any Town Right of Way, in Boy

1. OPTION
(a) The charge \$0.89 per linear foot per year. They are proposing the use of an easement in the ROW and Term (defined as 1,550 feet to get to the right to enter property.

ation, the receipt and sufficiency of which
Tenant the exclusive option to lease the
w). At any time during the Option Period
urveyors and other representatives will have
duct soil borings, drainage testing, material
the Property (collectively, the "Tests"), to
chief required of or deemed necessary or
s including, without limitation, applications
al use permits, and construction permits
ing and/or scheduling of necessary utilities,
e to do these things on or off the Property
cretion to determine the physical condition
of the Property, the environmental history of the Property, and the feasibility or suitability of the Property
for Tenant's permitted use under this Agreement, all at Tenant's expense. Tenant shall be authorized to
apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with
such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing
defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand Two Hundred Dollars (\$1,200.00) within thirty (30) days of the full execution of this Agreement. The Option Period will be for an initial term of twelve (12) months from the Effective Date (the "Initial Option Period") and may be renewed by Tenant for twelve (12) additional months (the "Renewal Option") upon written notification to Landlord and the payment of an additional One Thousand Two Hundred Dollars (\$1,200.00) prior to the expiration date of the Initial Option Period. Unless utilized independently, the Initial Option Period and any Renewal Option Period shall be referred to collectively as the "Option Period."

(c) Tenant shall provide notice to Landlord of the commencement date for \$1,500 per month and all the renewal terms were for 5 years and not 10 years,

(d) During zoning suits or land Premises by Tenant for shall not take any action to change the pair, or adversely affect the use of the leases the Premises to Tenant subject ten (10) years (the "Initial Term").

2. TERM.

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("Rent Commencement Date"), Tenant shall pay to Landlord a monthly rent payment of One Thousand Two Hundred Dollars (\$1,200.00) ("Rent") at the address set forth above on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) The Rent shall increase by 1.50% annually on each anniversary of the Rent Commencement Date

4. TAXES Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "Landlord Tax Reimbursement"). In the event that Landlord fails

this Agreement. The Option Period will be for an initial term of twelve (12) months from the Effective Date (the "Initial Option Period") and may be renewed by Tenant for twelve (12) additional months (the "Renewal Option") upon written notification to Landlord and the payment of an additional One Thousand Two Hundred Dollars (\$1,200.00) prior to the expiration date of the Initial Option Period. Unless utilized independently, the Initial Option Period and any Renewal Option Period shall be referred to collectively as the "Option Period."

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "Notice of Exercise of Option"). The Notice of Exercise of Option shall set forth the commencement date (the "Commencement Date") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

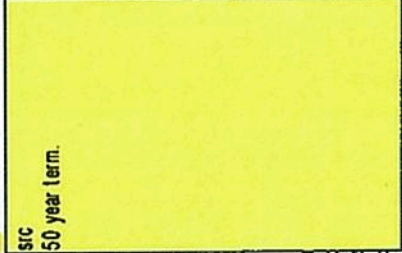
2. TERM.

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of ten (10) years (the "Initial Term").

(b) Tenant shall have the option to extend the Initial Term for four (4) successive terms of ten (10) years each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Term, of Tenant's intent not to renew. For purposes of this Agreement, "Term" shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT.

(a) Beginning on the ("Rent Commencement Date"), Two Hundred Dollars (\$1,200.00) of each calendar month in advance within thirty (30) days after the Rent



the Commencement Date payment of One Thousand or before the fifth (5th) day of each calendar month to be paid by Tenant to Landlord

(b) The Rent shall be the amount of the Rent Commencement Date

anniversary of the Rent

4. TAXES. Tenant shall pay all taxes, including but not limited to, the Commencement Date real property taxes and all other taxes, including but not limited to, the Commencement Date shall pay as additional rent any and all taxes, including but not limited to, the Commencement Date attributable to Tenant's use of the Premises (including, but not limited to, property taxes, sewer, water, and other taxes) that are not otherwise included in the Rent. Tenant shall pay the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from

1.1.1.XI

AGENDA ACTION FORM

AGENDA ITEM NO: _____ COUNCIL MEETING DATE: July 21, 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: Giulia Lewis DATE SUBMITTED: 7/21/2022

BRIEF DESCRIPTION/SUMMARY OF THE AGENDA ITEM (AS YOU WOULD LIKE IT TO APPEAR):
create new Town Ordinance to address barking dogs - noise. See attached example of Ordinance for Coconino County AZ, which can be used as a guide for how to write the Ordinance.

OPTION: Consider creation of new Town ordinance to address issues with barking dogs.

FISCAL IMPACT: TBD - Might generate some revenue?? (FISCAL IMPACT ON CURRENT BUDGET MUST BE COMPLETED)

TYPE OF ACTION REQUESTED: _____ FORMAL ACTION-MOTION
_____ INFORMATIONAL/DISCUSSION ONLY _____ OTHER

XX _____ RESOLUTION/ORDINANCE

Signature of Person Requesting Action

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

RECOMMENDATION: GATHER COMMENTS & SUBMIT COMMENTS

TOWN MANAGER/Town Clerk DATE 7/15/22 (Section Completed by Staff)

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

AYOR: John for Mayor DATE 7/15/2022 (Section Completed by Staff)

COCONINO COUNTY BOARD OF SUPERVISORS

(approved 1/18/2011)

ORDINANCE NO. 2011-01

AN ORDINANCE PROVIDING FOR THE REGULATION AND PROHIBITION OF EXCESSIVE AND UNRESTRAINED BARKING OF DOG(S) WITHIN THE UNINCORPORATED AREAS OF COCONINO COUNTY AND REPEALING ORDINANCE 2003-05 OF THE COUNTY OF COCONINO

Authority: ARS § 11-1005 (A) (5) authorizes the Coconino County Board of Supervisors, for the unincorporated areas of the county, to regulate, restrain and prohibit by ordinance the excessive and unrestrained barking of dog(s). The Coconino County Board of Supervisors may establish criminal penalties not to exceed the penalties of a class 2 misdemeanor for violation of an ordinance adopted pursuant to ARS § 11-1005 (A) (5). ARS § 11-1005 (A) (6) (a).

Repeal: This Ordinance repeals and rescinds Coconino County Ordinance 2003-05 adopted by the Board of Supervisors on March 6, 2003.

SECTION ONE

Definitions:

- A. "BARKING DOG" means a dog that barks, howls, or makes any other such noise in an excessive and unrestrained, continual and unprovoked manner which disturbs the peace and quiet of any person or persons.
- B. "REPORTING PERSON" means an individual(s) who reports a problem with a barking dog to Animal Management.
- C. "EXCESSIVE and UNRESTRAINED" means barking, howling or any such noise by a dog which disturbs the peace and quiet of any person or persons for more than 15 minutes if continuous, or more than 30 minutes if intermittent.
- D. "ENFORCEMENT AGENT" means that person in each county who is responsible for the enforcement of this article and the rules adopted under this article (A.R.S. 11-1001 (4)).
- E. "CITATION" means the notice to appear and complaint as authorized in 13-3903, an Arizona Traffic Ticket and Complaint form may be used to issue a citation.

SECTION TWO

Prohibited Conditions:

In all unincorporated areas of Coconino County it shall be unlawful for the owner, or any person having care, custody or control of a dog(s), to permit such dog(s) either willfully or through failure to exercise due care and control, to bark, howl or makes any other such noise, day or night, in an excessive and unrestrained manner for more than 15 minutes if continuous or more than 30 minutes if intermittent, which disturbs the peace and quiet of any person or persons.

SECTION THREE

Enforcement:

A. The Coconino County Board of Supervisors shall employ a County enforcement agent to enforce the provisions of this Ordinance. It is unlawful for any person to interfere with the County enforcement agent in the performance of his/her duties.

B. The County enforcement agent may issue a citation(s) (notice to appear and complaint) to the owner or to any person having care, custody or control of a dog(s) that is in violation of this ordinance upon witnessing the excessive and unrestrained barking, as defined in this ordinance.

C. Notwithstanding, the enforcement action outlined in paragraph B, the County enforcement agent may issue a citation(s) after investigating a report of a violation of this ordinance by a reporting person. Said investigation will include logs of unreasonable barking of the dog over a four-to-seven day period and a statement by the reporting party that he/she will be available to testify in any further court proceedings. Said investigation may also include a report of excessive and unrestrained barking from at least one other neighboring resident not living with the reporting party.

D. The procedure of the issuance of a notice to appear and complaint shall be as provided in A.R.S. 13-3903. The issuance of citations(s) pursuant to this Ordinance shall be subject to the provisions of A.R.S. 13-3899.

SECTION FOUR

The owner, or any person having care, custody or control of a dog found to have been in violation of the provisions of Section 2 of the Ordinance, is guilty of a class 2 misdemeanor and shall be subject to a fine, plus applicable cost and surcharge as follows: for the first offense, a fine of not less than twenty five dollars(\$25.00) and not more than seven hundred and fifty (\$750.00); for the second offense a fine of not less than fifty dollars (\$50.00) and not more than seven hundred and fifty dollars (\$750.00); for the third offense a fine of not less than one hundred dollars(\$100.00) and not more than seven hundred and fifty dollars(\$750.00); and for the fourth and subsequent offenses a fine of not less than two hundred dollars (\$200.00) and not more than seven hundred and fifty dollars (\$750.00).

APPROVED AND ADOPTED this ____ day of _____, 2009.

REPEAL

By passage of this Ordinance it is hereby ordered repealing Coconino County Ordinance 2003-05.

9.12.030 MUNICIPAL TOWN CODE

DISTURBING THE PEACE

It is unlawful for any person to maliciously and willfully disturb the peace and quiet of any neighborhood, family or person by loud and unusual noise or tumultuous and offensive conduct, or by threatening, quarreling, challenging to fight or fighting, or by applying any violent, abusive or obscene epithets to another. (Ord. 2.1i 1958)

9.12.080

Violation – Penalty

Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not exceeding three hundred dollars (\$300) or by imprisonment at hard labor not exceeding three (3) months, or by both such fine and imprisonment. (Ord. 2.2 1958)



TOWN OF MAMMOTH
MINUTES OF A REGULAR/SPECIAL MEETING
OF THE MAMMOTH TOWN COUNCIL
HELD ON
AUGUST 20 2020

80
Dogs

These are the Minutes of a Regular Meeting held by the Mammoth Town Council
On August 20, 2020 pursuant to the notice required by Law.

This is a "in chambers" and "by phone" conference call meeting
Due to the COVID-19 Virus and our efforts to slow the spread we have chosen to use a
technological virtual meeting room to keep all members and attendees safe in this time of
crisis. All those in attendance in Council Chambers are Masked and adhering to Social
Distancing Measures.

1. CALL TO ORDER-- This meeting was called to order at 7:02 PM Mayor Dietz
2. PLEDGE OF ALLEGIANCE Chief Lujan
3. ROLL CALL

PRESENT MEMBERS

Councilwoman Martinez Chambers
Councilman Bustamante Phone
Mayor Dietz Chambers
Vice Mayor Anaya Phone
Councilwoman Amparano Chambers
Councilman Martinez Phone
Councilman Romo Chambers

PRESENT STAFF

Attorney S Cooper Chambers
Town Manager D Jones Chambers
Town Recorder S Christiansen Phone

ABSENT MEMBERS

Call in at: 1877-309-2073

Access Code: 411-477253#

4. CALL TO THE PUBLIC

- a. Terry Adams-First is the Water Rate, I know it passed but when you first discussed this it was only going to raise \$10-\$15 per month, Mine is more than double, I believe you made a grave mistake and you hurting a lot of people. You need to revisit this at some point and drop it back down then raise it in increments and not all at once. This is killing people in this town. You're going to force people to let things die or move out of town. The water rates are too high. You're getting an extra million dollars each year and come next year you're going to want more money because you spent it all. It's just not right. Second, the mandate on wearing masks. This should be left to the individual, if they want to wear one that's fine. But you should not force them to wear one. Those with medical conditions have trouble breathing with a mask. Three, Town Hall should not be closed, they have a large piece of plastic around the whole counter with a little hole and slot to pass things through. You can't even hear them through the glass, if you don't read lips, you have a problem. It won't hurt to open town hall up for even 3 hours a day so that people can pay their water bills or find out what their charges are. Thank you.

5. APPROVAL OF MEETING MINUTES

- a. Regular Meeting 07-16-2020
- b. Special Meeting 07-27-2020
- c. Special Meeting 07-31-2020
- d. Special Meeting 08-14-2020

Motion by: Councilman Martinez
Motion Passed Vote 7-0

Second by: Vice Mayor Anaya

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

Roll Call Councilwoman Martinez NO Councilman Romo YES
 Councilman Bustamante YES Councilwoman Amparano YES
 Councilman Martinez YES Vice Mayor Anaya YES
 Mayor Dietz
Motion Passed Vote 6-1

B. Consideration and Possible Approval of Modification of Moratorium on Utility Disconnections during Corona Virus Pandemic set to Expire August 20th.
Councilwoman Martinez question to Don Jones-Has anyone not payed their water bill for the full 4 months of the moratorium thus far?
Don Jones- No, some have called in and were told that the bill would have to be brought current at some point but no, there is no one at this time who has not paid at all.

Motion is to Continue Moratorium on Utility Disconnections until September 30, 2020 or further orders are instituted.
Motion by: Councilman Martinez Second by: Vice Mayor Anaya
Motion Passed Vote 7-0

C. Discussion on Dogs Running at Large in Town and Adoption of Resolution 2020-06 a Resolution of the Town Council of the Town of Mammoth Declaring as a Public Record the Pinal County Animal Control Ordinance and setting forth the Master Fine Schedule for Violation of the Town Animal Control Ordinances.
Motion is to Accept Resolution 2020-06 A Resolution of the Town of Mammoth Declaring as a Public Record the Pinal County Animal Control Ordinance as setting forth the Master Fine Schedule as presented for Violation of the Town Animal Control Ordinances.
Motion by: Councilwoman Martinez Second by: Councilwoman Amparano
Motion Passed Vote 7-0
Please see Resolution and Master Fee Schedule Attached

SEE PG 3 ATT

9. NEW BUSINESS

A. Approve Resolution 2020-07, Canvas of Vote for Primary Election held August 4, 2020
Mayor-Majority votes needed to be elected-149 Patsy Armenta received 212 ELECTED
Council Seat-Majority votes needed to be elected-108
Michael Martinez received 206 ELECTED
Terry Adams received 165 ELECTED
Alvaro Anaya received 151 ELECTED
Joe Brewer received 137 ELECTED
Motion is to Accept Resolution 2020-07 Canvas of Vote for Primary Election held on August 4, 2020
Motion by: Councilwoman Martinez Second by: Councilman Martinez
Motion Passed Vote 7-0
There will be no runoff and the New Council will Seat In November 2020

B. Was moved to beginning of the meeting

C. If necessary if No Town Manager is hired or Town Manager cannot start work immediately. Discussion and Action to Appoint Interim Town Manager and set appointed start date and salary, this is due to the resignation of Don Jones effective August 31, 2020.

Motion is to Appoint John Schempf as Interim Town Manager
Motion by: Councilman Romo Second by: Councilwoman Amparano YES
 Councilwoman Martinez NO Councilman Romo YES
 Councilman Bustamante NO VOTE Councilwoman Amparano YES
 Councilman Martinez YES Vice Mayor Anaya YES
 Mayor Dietz
Motion Passed Vote 5-1-1

cause to be deposited or allow to accumulate within or about such premises unreasonable amounts of any manure or animal waste from such domestic animals or pets.

4. A County Enforcement Agent shall enforce the provisions of this section by initiating a complaint against a responsible person or persons by the filing and prosecution to conclusion of a citation or complaint in a Justice Court or the Pinal County Hearing Office. The County Enforcement Agent shall elect whether to proceed in Justice Court or before the Pinal County Hearing Office. If the case is initiated in a Justice Court, it shall be designated a class 2 misdemeanor and the penalties set forth in Title 13 for a class 2 misdemeanor shall apply. If the case is initiated in the Pinal County Hearing Office, it shall be a civil infraction for any person to violate the provisions of this section, and the penalty set forth herein shall apply.

Section IV

A. Excessive Noise caused by dogs:

1. In this section: "Property Line" means the line which represents the exterior limits of property (including an apartment, condominium, room or other dwelling) owned, leased or otherwise occupied by a person, business, corporation or institution. In cases involving sound from an activity on a public street or other right-of-way.
2. The following activities are prohibited if they produce clearly audible sound beyond the property line of the property on which they are conducted and they disturb the peace, quiet or comfort of the neighboring inhabitants:
 - a. Owning, keeping, possessing, harboring or controlling a dog that frequently or for an excessively continuous duration, howls or barks and disturb the public peace, quiet or comfort of the neighboring inhabitants.
3. A County Enforcement Agent shall enforce the provisions of this section by initiating a case against a responsible person or persons by the filing and prosecution to conclusion of a citation or complaint in the Pinal County Hearing Office, and it shall be a civil infraction for any person to violate the provisions of this section.

Section V

A. Diseased Animals: Keeping diseased animals prohibited; Humane Euthanization authorized:

It shall be unlawful for any person to harbor or keep within the county any animal inflicted with any disease that is contagious or infectious to other animals unless such animal is under the control of a licensed veterinarian. The County Enforcement Agent may immediately take possession of any such animal not so controlled. After confirmation of such disease by a licensed veterinarian, the County Enforcement Agent may seek a judicial order to immediately humanely euthanize the animal and dispose of the carcass thereof, unless the owner shall forthwith place such an animal under the control of a licensed veterinarian.

Section VI

- A. **License for dogs:** All dogs not exempted under provisions of this ordinance must be licensed in accordance with Arizona Statutes, this ordinance, or laws of another State. A rabies vaccination certificate shall accompany an application for a license. The licensing period shall be one year, or

Animal Care and Control Fee Schedule

Service	Fees
Administrative fee for adoption	\$15.00
Animal disposal-owned	\$25.00
Cat trap fee-non-refundable *1 week	\$35.00
Daily maintenance fee -- dog/cat	\$15.00
Daily maintenance fee aggressive animal/quarantine	\$20.00
Disposal fee for euthanasia	\$15.00
Euthanasia-owned animals at shelter only	\$50.00
Education Course (in lieu of fee for citation)	\$50.00
Field Tranquilization for aggressive animals	\$35.00
Fines for Civil Violations per offense for first offense	\$100.00 up to \$250.00
Fines for Civil Violations-per offense for each second or subsequent offense (s) committed within 36 months	\$300.00 up to \$500.00
Impound-initial fee if licensed dog	\$20.00
Impound-initial fee if unlicensed dog	\$35.00
Impound-initial fee for feline (owned)	\$20.00
Impound-initial fee for feline (stray/feral)	\$20.00
Impound Fee-second offense unaltered in same 12 month period	\$100.00
Impound Fee third offense (in the same 12 month period)	\$150.00
Kennel Permit-processing fee Class I (5-7)	\$150.00
Kennel Permit-processing fee Class I -all dogs altered (5-7)	\$75.00
Kennel Permit-processing fee Class II	\$150.00
Kennel Permit-processing fee Class II-all dogs altered (8-12)	\$75.00
Kennel Permit-processing fee Class III	\$150.00
Kennel Permit Processing Fee Class IV	\$450.00
Kennel Permit- Late Fee	\$25.00
Kennel Permit-Re-inspection fee *if first inspection failed	\$50.00
License-Altered Dog (1 year)	\$15.00
License-Altered Dog (3 year)	\$35.00
License-Unaltered Dog (1 year)	\$30.00
License-Altered Dog *Senior 62YOA (1 year)	\$6.00
License-Altered Dog *Senior 62 YOA (3 year)	\$15.00
License Dog late fee	\$4.00 per month \$5.00
License-Replacement Tag	\$8.00 \$10.00
Microchip Implant and registration-owned	\$20.00
Recovery fee for Impounded Animal	\$50.00 up to \$150.00
Surrender-Owned-1 st animal at shelter	\$40.00
Surrender-Owned-each additional animal at shelter	\$15.00
Surrender Owned-1 st animal in field	\$70.00
Surrender Owned-each additional animal in field	\$20.00

Town Of Mammoth



July 8, 2022

Mary Rovik
Virtual Relationship Manager, West
Mission Square Retirement
777 N. Capitol Street, NE
Washington, DC 20002

Dear Ms. Rovik:

As per your instructions, I am writing this letter to state that the Town of Mammoth, AZ wishes to terminate Plan # 107977 effective this date, July 8, 2022; we no longer have any employees enrolled in the plan nor any one interested. Thus, as the Town Manager it is my determination that it is in the best interests of the town that we terminate our relationship.

Please acknowledge receipt of this termination request and advise of any further requirements in this process. I would ask that official letters explaining their options be sent to all ex-employees still in the plan.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "John Schempf".

John Schempf, Town Manager
Town of Mammoth, AZ
PO Box 130, 125 N. Clark St.
Mammoth, AZ 85618
(520) 487-2331 O; (520) 386-9428 C

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Street 125 N Clark Street, Mammoth, Arizona 85618

FAX
(520) 487-2152

j.schempf@townofmammoth.us

From: Rorvik, Mary <mrorvik@missionsq.org>
Sent: Wednesday, July 13, 2022 11:23 AM
To: j.schempf@townofmammoth.us
Subject: 401(a) plan outstanding invoice
Attachments: 107977-OS INVOICES-MAMMOTH-JUL1122.pdf

Hi John,

I hope your day is going well. I attached a copy of the Town's outstanding invoice for the 401(a) plan. Mission Square is putting in today's date as the termination date for the plan to stop the quarterly billing of any additional fees.

Best,
Mary

Mary Rorvik
Virtual Relationship Manager, West

MissionSquare Retirement
Work: (202) 655-4011
Efax: (877) 741-7671
email: mrorvik@missionsq.org
Web: www.missionsq.org

MissionSquare
RETIREMENT

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