

CITY OF WILLIAMS CITY COUNCIL

**REGULAR MEETING
APRIL 14, 2022
7:00 P.M.**

**CITY COUNCIL CHAMBERS
113 S. FIRST STREET
WILLIAMS, ARIZONA**

AGENDA

**PLEASE HELP THE CITY IN FOLLOWING THE CDC'S GUIDELINES BY LIMITING
YOUR EXPOSURE.**

PURSUANT TO A.R.S. #38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE CITY COUNCIL AND THE GENERAL PUBLIC THAT THE CITY COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC **THURSDAY, APRIL 14, 2022, AT 7:00 P.M.** IN THE CITY COUNCIL CHAMBERS, 113 S. FIRST STREET, WILLIAMS, ARIZONA. THE COUNCIL MAY, BY MOTION, RECESS INTO EXECUTIVE SESSION FOR (A) LEGAL ADVICE IN ACCORDANCE WITH A.R.S. §38-431.03(A)(3), OR (B) DISCUSSION OR CONSIDERATION OF RECORDS EXEMPT BY LAW FROM PUBLIC INSPECTION IN ACCORDANCE WITH A.R.S. §38-431.03(A)(2), TO DISCUSS AND CONSIDER ANY ITEM CONTAINED IN THIS AGENDA. THE COUNCIL WILL DISCUSS AND MAY TAKE ACTION ON THE FOLLOWING MATTERS:

I. PROCEDURES

- A. Call to Order
- B. Pledge of Allegiance and Invocation
- C. Roll Call
 - _____ Mayor Moore
 - _____ Vice-Mayor Dent
 - _____ Councilmember Fritsinger
 - _____ Councilmember McNelly
 - _____ Councilmember Cowen
 - _____ Councilmember Hiemenz
 - _____ Councilmember Payne
- D. Approval of Minutes for March 24, 2022
- E. Adopt Agenda

II. PRESENTATIONS –

III. PUBLIC PARTICIPATION

The Council cannot act upon items presented during the public participation portion of the agenda. Individual Council members may ask questions of the public or may respond to any criticisms. Still, the open meeting law prohibits the members from discussing or considering the items among themselves until the matter is officially placed on the agenda. However, the open meeting law allows the City Council to ask staff to review a case or place it on a future Council agenda. A person has a five-minute time period to speak. If a person has a written presentation that requires more than five minutes to present verbally, they should indicate the estimated time required on the sign-up sheet. The presiding officer may grant additional time if the agenda for the meeting is not too full. A registered spokesperson for a recognized community organization shall be afforded ten minutes, provided other members of the same organization agree beforehand to withhold their comments on the same subject.

Certification of Posting

The undersigned hereby certifies that a copy of this notice was duly posted at Williams City Hall interior board and exterior board in accordance with the statement filed by the City Council with the City Clerk.

Date: _____ Time: Before 5 p.m. By: _____
City Clerk Pamela Galvan

CITY OF WILLIAMS CITY COUNCIL

**REGULAR MEETING
APRIL 14, 2022
7:00 P.M.**

**CITY COUNCIL CHAMBERS
113 S. FIRST STREET
WILLIAMS, ARIZONA**

AGENDA

IV. CONSENT AGENDA ITEMS –

- A. Approval of Purchase Orders
- B. Approval of checking register for the month ending March 31, 2022.

V. NON-CONSENT AGENDA ITEMS

- C. Consideration and first reading of Ord No. 990 regarding fiber optics and internet services in Williams.

Recess to Public Hearing

Council invites the public input on the electric rate fee increases.

Reconvene to Regular Meeting

- D. Consideration and action regarding suggested electric rate fee increase. *J Woner of KR Saline*
- E. Consideration and action regarding the Sweetwater well pump and the need to change pipe size. *P Carpenter*

VI. REPORTS, CURRENT EVENTS, AND INFORMATION ITEMS

Mayor and Council

Staff

VII. ADJOURN

CITY OF WILLIAMS CITY COUNCIL

ANNOTATED MINUTES
AGENDA ITEM

PAGE 1

MARCH 24, 2021
COUNCIL ACTION

I. PROCEDURES

A. Call to Order 7:00 PM

Mayor Moore called the meeting to order.

B. Pledge of Allegiance and Invocation

The pledge of allegiance was recited, and George Glen provided the invocation.

C. Roll Call

Present: Mayor Moore, Vice-Mayor Don Dent, Councilmember Mike Cowen, Councilmember Craig Fritsinger, Councilmember Bernie Hiemenz, Councilmember Frank McNelly, and Councilmember Lee Payne

Present from City Staff, City Manager Tim Pettit, Finance Director Barbara Bell, Police Chief Tad Wygal, and City Clerk/HR Director Pamela Galvan.

D. Approval of Minutes for March 10, 2022.

Motion: *To approve the Minutes for March 10, 2022.*

Action: *Approved*

Moved by *Councilmember Fritsinger*, **Seconded by** *Councilmember Hiemenz*

Motion passed unanimously.

E. Adopt Agenda

Motion: *To approve the agenda as presented.*

Action: *Adopted*

Moved by *Vice Mayor Dent*, **Seconded by** *Councilmember Hiemenz*

Motion passed unanimously.

II. PRESENTATIONS –None

III. PUBLIC PARTICIPATION – None

IV. CONSENT AGENDA ITEMS –

A. Purchase Orders

CITY OF WILLIAMS CITY COUNCIL

ANNOTATED MINUTES
AGENDA ITEM

PAGE 2

MARCH 24, 2021
COUNCIL ACTION

Motion: To approve the consent agenda items.

Action: Approved

Moved by Vice Mayor Dent, ***Seconded by*** Councilmember Fritsinger

Motion passed unanimously

V. NON-CONSENT AGENDA ITEMS

- B.** Consideration and action regarding of use of the rodeo ground entire facility for the Road Rash Rodeo May 13-15 benefiting veterans suicide prevention programs and local first responders.

Charlie Bassett and (Curly), Robert Flanagan explained this is a motorcycle event; the council pointed out this is going to be set up and run like the Trump rally.

They are here before the council to request a waiver for the fees for the event as it is to benefit the Veteran Suicide Prevention Programs and Local First Responders.

Motion: To approve the waiver of fees for the Road Rash Rodeo put on by the Arizona American Legion Riders Post 19 and Post 57.

Action: Approved

Moved by Councilmember McNelly, ***Seconded by*** Councilmember Payne.

Motion passed unanimously

- C.** Consideration and action regarding suggested electric rate fee increase. J Woner

Jeff Woner went presented to the council the Cost of Service and Rate Analysis. He went through: Major Factors in Cost of Service and Rate Analysis, recommending a 4% increase, effective June 1, 2022, the Increasing Costs to Serve, Power Costs, Increased Market Volatility, Electric System Improves rollout plan over the next several years, ongoing Maintenance and System Improvements, Revenue Requirements Analysis, Power Cost Adjustor (PCA) Pass-Through Costs, a comparison of APS rates to Williams's current rates with a comparison of estimated annual billing. He showed Cost-Saving Measures, Sources of Energy with Increased Diversity, and finally recommendations.

Solar was also brought up and the benefits it will provide to the city.

CITY OF WILLIAMS CITY COUNCIL

ANNOTATED MINUTES
AGENDA ITEM

PAGE 3

MARCH 24, 2021
COUNCIL ACTION

Mayor Moore and the council want to discuss the actual rate increase at greater length. They have requested to have a public hearing at the next council meeting to be held on April 14, 2022, at 7 pm, to allow for the community to share their input on the matter.

Rates have not been increased for 10 plus years and have fallen behind greatly in their rate fees for power.

There is the thought that the city might charge residential rates differently from commercial because of the demands.

- D.** Consideration and action to enter into an IGA with Coconino County for 2022 Election services. P Galvan

Motion: To approve entering into an IGA with Coconino County for Election Services for the 2022 Election cycle.

Action: Approved

Moved by Vice Mayor Dent, **Seconded by** Councilmember Fritsinger.

Motion passed unanimously

- E.** Consideration and action regarding the city's Casualty/Property, General Liability for the Fiscal Year 2022/2023. T Pettit/ P Galvan

Motion: To approve the proposal from Munich at a cost of \$248,921.00 for the Fiscal Year 2022/2023.

Action: Approved

Moved by Vice Mayor Dent, **Seconded by** Councilmember Payne.

Motion passed unanimously

- F.** Consideration and action regarding the redistricting of Coconino County.

Vice Mayor Dent went through the various scenarios with the council.

There was a discussion on which mapping scenario Williams (District 3) would like to see take place, and would recommend Scenario F as its choice.

Motion: To make a recommendation to the county that they adopt Scenario F as the city's choice in the county's redistricting.

Action: Approved

Moved by Councilmember Hiemenz, **Seconded by** Councilmember Payne.

CITY OF WILLIAMS CITY COUNCIL

ANNOTATED MINUTES
AGENDA ITEM

PAGE 4

MARCH 24, 2021
COUNCIL ACTION

Motion passed unanimously

Staff was instructed to contact the county with the council's recommendations.

VI. REPORTS, CURRENT EVENTS, AND INFORMATION ITEMS

Mayor and Council

- Businesses are starting to change hands in town doing renovations.
- Tim and Pam have put together a good plan of attack for the city; Mayor doesn't see as many problems that he used to get calls on, he notices this. The difference now from what it used to be is that they talk and respect each other's opinions, they listen to council and act accordingly; thank you.

Staff *None*

VII. ADJOURN – 7:56 PM

Mayor John W. Moore

ATTEST:

City Clerk Pamela Galvan

CITY OF WILLIAMS CITY COUNCIL

**ANNOTATED MINUTES
AGENDA ITEM**

PAGE 5

**MARCH 24, 2021
COUNCIL ACTION**

CERTIFICATION

State of Arizona,)
) ss.
Coconino County,)

I, PAMELA GALVAN, do hereby certify that I am the City Clerk of the City of Williams, County of Coconino, State of Arizona and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Williams held on March 24, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

Dated this 25th day of March 2022.

City Clerk Pamela Galvan

| Check Issue Date | Check Number | Payee | Description | Invoice GL Account | Amount |
|------------------|--------------|--------------------------------|---------------------------------------|--------------------|------------|
| 03/29/2022 | 104112 | USA BLUEBOOK | SUPPLIES/EQUIPMENT | 60-000-4480.000 | 2,141.76- |
| 03/01/2022 | 104499 | ARIZONA PUBLIC SERVICE | CHARGE FOR WA639638 | 55-000-4480.000 | 1,192.60 |
| 03/01/2022 | 104500 | ARIZONA RAIL SUPPLY INC | SHOP PARTS | 01-970-4490.000 | 575.00 |
| 03/01/2022 | 104501 | ARIZONA SUPREME COURT ATTN: JU | ACAP CHARGEBACK DEVICE FEES 1/2022-6/ | 01-830-4470.000 | 1,444.60 |
| 03/01/2022 | 104502 | BACKFLOW SOLUTIONS INC | ANNUAL ONLINE SUBSCRIPTION | 60-000-4410.000 | 199.00 |
| 03/01/2022 | 104503 | BAKER COMMODITIES INC | TRAP SERVICE 954553 SENIOR CENTER | 01-990-4480.000 | 125.00 |
| 03/01/2022 | 104504 | BOBCAT OF PHOENIX/BINGHAM AUT | GOLF COURSE PARTS | 70-000-5272.000 | 1,854.68 |
| 03/01/2022 | 104505 | BUFFALO FENCE & BARN CO | FENCING FOR CURETON PARK | 02-020-7118.000 | 1,749.08 |
| 03/01/2022 | 104506 | CENTER LINE SUPPLY INC | STREET SUPPLIES | 05-100-4490.000 | 518.70 |
| 03/01/2022 | 104507 | DANA KEPNER CO INC | SUPPLIES | 60-000-5250.000 | 4,880.83 |
| 03/01/2022 | 104508 | DPC ENTERPRISES LP | CHEMICALS/ CHLORINE | 60-000-4330.000 | 6,384.27 |
| 03/01/2022 | 104509 | FIVE STAR PRINTING | EMPLOYEE HAND BOOK | 01-840-4430.000 | 1,100.53 |
| 03/01/2022 | 104510 | FRONT BURNER MEDIA LLC | PRIZES FRO TRAVEL CONTEST | 02-010-5202.000 | 721.30 |
| 03/01/2022 | 104511 | FULLER PRODUCTIONS | 2021 EVENT STALLS | 01-920-4335.000 | 1,900.00 |
| 03/01/2022 | 104512 | HERMAN NIXON | COBRA SUBSIDY APRIL 2022 | 01-000-3570.013 | 1,560.00 |
| 03/01/2022 | 104513 | HODGE PRODUCTS INC | SANITATION SUPPLIES | 65-000-5510.000 | 268.25 |
| 03/01/2022 | 104514 | IDEXX DISTIRBUTION INC | TESTING SUPPLIES | 61-000-5230.000 | 2,259.73 |
| 03/01/2022 | 104515 | IMPACT PHOTOGRAPHICS INC | VC INVENTORY/FREIGHT | 02-030-4601.000 | 574.04 |
| 03/01/2022 | 104516 | LAMAR AIRPORT ADVERTISING CO | SUPERTAIL 2/9/22-3/8/22 | 02-010-5202.000 | 3,336.00 |
| 03/01/2022 | 104517 | MISSION LINEN SUPPLY | VC MATS | 02-030-4470.000 | 69.88 |
| 03/01/2022 | 104518 | PHOENIX LAW ENFORCER C/O | FULL PAGE ADS | 02-010-5202.000 | 2,570.00 |
| 03/01/2022 | 104519 | PHOENIX WELDING SUPPLY CO | NITROGEN/HELIUM | 60-000-4330.000 | 112.79 |
| 03/01/2022 | 104520 | PRAETORIAN DIGITAL | FIRE/EMS PLATFORM ANNUAL RENEW 5/20 | 01-940-4500.000 | 1,235.00 |
| 03/01/2022 | 104521 | RHINEHART OIL CO. LLC | CITY FUEL | 01-000-1060.000 | 20,877.26 |
| 03/01/2022 | 104522 | SCHOLZ CONTRACTING, LLC | RESOLUTION APP #5 | 60-000-7002.000 | 8,216.99 |
| 03/01/2022 | 104523 | SPARKLETTTS | DRINKING WATER/CITY HALL | 01-840-4380.000 | 209.39 |
| 03/01/2022 | 104524 | SUMMIT SAFETY LLC | SAFETY JACKETS | 01-970-4510.000 | 73.80 |
| 03/01/2022 | 104525 | TEXAS MONTHLY LLC | TEXAS MONTHLY - MARCH 2022 | 02-010-5202.000 | 2,500.00 |
| 03/01/2022 | 104526 | THE RADAR SHOP | RECERTIFIED RADAR UNITS | 01-930-7070.000 | 855.25 |
| 03/01/2022 | 104527 | TREASURE CHEST BOOKS | VC INVENTORY | 02-030-4600.000 | 576.22 |
| 03/01/2022 | 104528 | VERIZON WIRELESS BELLEVUE | Water Dept | 60-000-4340.000 | 25.02 |
| 03/01/2022 | 104529 | WELLS FARGO FINANCIAL LEASING | MINIMUM USAGE/VISITOR CENTER | 02-030-4470.000 | 329.57 |
| 03/01/2022 | 104530 | WHITE KNIGHT DISTRIBUTING | VC INVENTORY | 02-030-4600.000 | 486.00 |
| 03/01/2022 | 104531 | WILLIAMS CITY COURT | JAN 2022 BANK FEES | 01-830-5100.000 | 95.65 |
| 03/09/2022 | 104545 | A QUALITY WATER CO LLC | SYSTEMS OPERATION 3/1/22-3/15/22 | 60-000-4430.000 | 11,524.00 |
| 03/09/2022 | 104546 | ALL STAR STORAGE CONTAINERS | 40 FT STORAGE CONTAINER | 60-000-4475.000 | 14,404.70 |
| 03/09/2022 | 104547 | AMERICAN FIRE EQUIPMENT SALES | DEPOSIT REFUND FOR PERMIT #6642 | 01-960-3300.000 | 500.00 |
| 03/09/2022 | 104548 | ANTHONY MATTHEWS | UTILITY REFUND #1491703 | 99-000-1075.000 | 267.30 |
| 03/09/2022 | 104549 | ARIZONA DEPT OF TRANSPORTATION | HA CLARK MEM FIELD LOAN #ESL02 INTERE | 30-000-9043.000 | 9,541.36 |
| 03/09/2022 | 104550 | ARIZONA EMERGENCY PRODUCTS | TR, 2021 F150 PATROL | 24-930-8950.082 | 233.60 |
| 03/09/2022 | 104551 | ARIZONA POWER AUTHORITY | FEB 2022 SCHEDULE D2 SERVICE | 55-000-5503.000 | 5,936.58 |
| 03/09/2022 | 104552 | ARIZONA PUBLIC SERVICE | CHARGE FOR WA567344 | 55-000-7306.000 | 255,248.02 |
| 03/09/2022 | 104553 | BARBARA BELL | REIMBURSEMENT FOR TRANSPORTATION | 01-880-4500.000 | 68.56 |
| 03/09/2022 | 104554 | CENTURYLINK COMMUNICATIONS | SERVICE CHARGES | 01-930-4340.009 | 1,616.49 |
| 03/09/2022 | 104555 | CITY OF WILLIAMS | 9718621000 | 60-000-4361.000 | 54,922.93 |
| 03/09/2022 | 104556 | DANA KEPNER CO INC | WWATER SUPPLIES | 61-000-4480.000 | 319.90 |
| 03/09/2022 | 104557 | DEKE & KIM SMITH | ELECT REFUND #3412511491 | 55-000-1150.000 | 165.28 |
| 03/09/2022 | 104558 | DUNCANLAND LLC | REFUND FOR ELECTRIC ACCOUNT 5132250 | 55-000-1150.000 | 85.03 |
| 03/09/2022 | 104559 | EMBLEM ENTERPRISES INC | POLICE PATCHES | 01-930-4380.000 | 339.39 |
| 03/09/2022 | 104560 | FEDERAL EXPRESS CORP | PD MAILING | 01-930-4440.000 | 71.71 |
| 03/09/2022 | 104561 | FLAG STAMP AND ENGRAVING LLC | STAMP/SUPPLIES | 01-930-4380.000 | 155.53 |
| 03/09/2022 | 104562 | FLAGSTAFF EQUIPMENT CO INC | ALTERNATOR | 01-970-4320.000 | 393.62 |
| 03/09/2022 | 104563 | GOLIGHTLY TIRES | SHOP TIRE SERVICE | 01-970-4320.000 | 1,658.97 |
| 03/09/2022 | 104564 | HOMCO LUMBER & HARDWARE | GOLF COURSE SUPPLIES | 70-000-5271.000 | 885.34 |
| 03/09/2022 | 104565 | HORIZON | GOLF SUPPLIES | 70-000-5270.000 | 3,520.20 |
| 03/09/2022 | 104566 | HOSPITALITY INTEGRATED SERVICE | Streets | 05-100-4340.000 | 2,079.83 |
| 03/09/2022 | 104567 | IMPACT PHOTOGRAPHICS INC | VC INVENTORY/FREIGHT | 02-030-4601.000 | 1,554.91 |
| 03/09/2022 | 104568 | INNER BASIN ENVIRONMENTAL LLC | DRINKING WATER TESTING | 60-000-5230.000 | 625.00 |

| Check Issue Date | Check Number | Payee | Description | Invoice GL Account | Amount |
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| 03/09/2022 | 104569 | INTERSTATE BILLING SERVICES | REPAIRS & MAINT-2015 PETERBILT 320 | 01-970-4320.000 | 1,797.77 |
| 03/09/2022 | 104570 | MADDEN PREPRINT MEDIA LLC | GENERAL LEISURE 3/2022 | 02-010-5202.000 | 333.33 |
| 03/09/2022 | 104571 | OBRIEN AUTO GLASS LLC | PD WINDOW TINT | 01-930-4480.000 | 602.94 |
| 03/09/2022 | 104572 | OFFICE DEPOT | TONER | 02-020-4380.000 | 315.40 |
| 03/09/2022 | 104573 | OLD TRAILS | Golf Course | 70-000-5270.000 | 5,844.73 |
| 03/09/2022 | 104574 | ONE BEAT MEDICAL | STATION BATTERY CHARGER | 01-940-4380.000 | 36,347.00 |
| 03/09/2022 | 104575 | QUAIL CONSTRUCTION LLC | U CHANNEL POST | 05-100-7136.000 | 1,650.82 |
| 03/09/2022 | 104576 | R & R PRODUCTS INC | EQUIPMENT/PARTS CREDIT | 70-000-5272.000 | 357.34 |
| 03/09/2022 | 104577 | RIGHT STUFF MEDIA LLC | WEB DESIGN, DEVELOPMENT & SEARCH E | 02-010-5202.000 | 2,990.00 |
| 03/09/2022 | 104578 | RUTH ALVARADO | TRANSLATION FEES | 01-840-4430.000 | 100.00 |
| 03/09/2022 | 104579 | SAN DIEGO POLICE EQUIPMENT CO | AMMUNITION | 01-930-5130.000 | 1,058.32 |
| 03/09/2022 | 104580 | SEDONA NOW MEDIA LLC | ADVERTISING/AIRTIME MARCH 2022 | 02-010-5202.000 | 800.00 |
| 03/09/2022 | 104581 | SMITH SOUTHWESTERN | VC INVENTORY/FREIGHT | 02-030-4601.000 | 449.52 |
| 03/09/2022 | 104582 | SOUTHWEST PUBLIC POWER AGENC | FEB 2022 CREDIT | 55-000-5503.000 | 179,827.94 |
| 03/09/2022 | 104583 | SUPERIOR PROPANE | PROPANE GOLF COURSE | 70-000-4420.000 | 1,182.05 |
| 03/09/2022 | 104584 | SUTTON PLUMBING LLC | PD SEWER LINES | 01-930-7030.000 | 160.00 |
| 03/09/2022 | 104585 | TCGUSA.COM INC | Golf | 70-000-4470.000 | 5,998.00 |
| 03/09/2022 | 104586 | TEXAS MONTHLY LLC | TEXAS MONTHLY - FEB 2022 | 02-010-5202.000 | 2,500.00 |
| 03/09/2022 | 104587 | THE INNES ASSOCIATES LTD | TAX FORMS/PREP 2022 | 01-940-4430.000 | 430.00 |
| 03/09/2022 | 104588 | THE WANDER MEDIA GROUP, LLC | FULL PAGE AD NORTHERN SECTION | 02-010-5202.000 | 3,450.00 |
| 03/09/2022 | 104589 | THIN TREAD MEDIA | ADVERTISING/ROUTE MAG/APR/MAY 2022 | 02-010-5202.000 | 1,500.00 |
| 03/09/2022 | 104590 | UNISOURCE ENERGY SERVICES | 800 S 6th St. Forest Service Building PD-1/10 | 01-930-4420.000 | 5,744.76 |
| 03/09/2022 | 104591 | USA BLUEBOOK | SUPPLIES/CHEMICALS | 61-000-5230.000 | 372.46 |
| 03/09/2022 | 104592 | VERIZON WIRELESS BELLEVUE | Water Dept | 60-000-4340.000 | 2,006.24 |
| 03/09/2022 | 104593 | WELLS FARGO FINANCIAL LEASING | RENTAL PAYMENT/PD | 01-930-4470.000 | 690.83 |
| 03/09/2022 | 104594 | WILLIAMS AUTO SUPPLY | Shop | 01-970-4380.000 | 4,367.68 |
| 03/09/2022 | 104595 | YAVAPAI-APACHE SAND & ROCK | GOLF COURSE-MORTAR SAND | 70-000-5270.000 | 664.96 |
| 03/18/2022 | 104597 | A QUALITY WATER CO LLC | SYSTEMS OPERATION 3/16/22 - 3/31/22 | 60-000-4430.000 | 11,524.00 |
| 03/18/2022 | 104598 | ALD TELECOM | 00001032260 | 01-840-4340.000 | 24.61 |
| 03/18/2022 | 104599 | ARIZONA EMERGENCY PRODUCTS | TR, 2021 F150 PATROL | 24-930-8950.082 | 3,726.05 |
| 03/18/2022 | 104600 | ARIZONA PUBLIC SERVICE | JAN 2022 TRANSMISSION SERVICE | 55-000-5501.000 | 85,393.48 |
| 03/18/2022 | 104601 | AT&T MOBILITY | POLICE COMMUNICATION | 01-930-4340.009 | 247.41 |
| 03/18/2022 | 104602 | AZBIGMEDIA | TWO FULL PAGE SPREAD | 02-010-5202.000 | 2,010.00 |
| 03/18/2022 | 104603 | B4 ENTERPRISES, INC | DOGTOWN WATERLINE IMPROVEMENTS | 60-000-7002.000 | 164,659.42 |
| 03/18/2022 | 104604 | BAKER & TAYLOR BOOKS | BOOK PUCHASES | 01-900-5140.000 | 40.89 |
| 03/18/2022 | 104605 | BUFFALO FENCE & BARN CO | FENCING FOR CURETON PARK | 02-020-7118.000 | 6,108.61 |
| 03/18/2022 | 104606 | BUREAU OF RECLAMATION | PARKER DAVIS PROJECT ADVANCE/MAY 20 | 55-000-5503.000 | 2,944.72 |
| 03/18/2022 | 104607 | CENTRAL ARIZONA SUPPLY | SUPPLIES | 01-890-4480.000 | 203.63 |
| 03/18/2022 | 104608 | CENTURY LINK | 635-5989-792B | 70-000-4340.000 | 1,429.42 |
| 03/18/2022 | 104609 | CITY OF WILLIAMS UTILITY | 820 W ROUTE 66 - PUBLIC RESTROOMS | 01-890-4520.000 | 3,864.20 |
| 03/18/2022 | 104610 | COCONINO COUNTY RECORDER | V. SANDERS/DEED CEMETERY PLOT | 01-840-4430.000 | 15.00 |
| 03/18/2022 | 104611 | COCONINO COUNTY RECORDER | L. ROGEL/DEED CEMETERY PLOT | 01-840-4430.000 | 15.00 |
| 03/18/2022 | 104612 | COCONINO HUMANE ASSOCIATION | ANIMAL SHELTER SERVICES | 01-930-5050.000 | 3,750.00 |
| 03/18/2022 | 104613 | COFFMAN ASSOCIATES, INC | DOT (STATE) | 20-980-8950.011 | 4,907.00 |
| 03/18/2022 | 104614 | COLONIAL LIFE | BCN E3123882/FEB 2022 PREMIUM | 01-840-4390.000 | 2,527.06 |
| 03/18/2022 | 104615 | CONSOLIDATED ELECTRICAL | ELECTRICAL SUPPLIES | 60-000-4480.000 | 3,034.16 |
| 03/18/2022 | 104616 | DAHILL OFFICE TECHNOLOGY CORP | LIBRARY OVERAGE CHARGES 11/5/21-2/4/22 | 01-900-4470.000 | 55.05 |
| 03/18/2022 | 104617 | EMPIRE SOUTHWEST | PARTS | 01-970-4320.000 | 957.77 |
| 03/18/2022 | 104618 | FIVE STAR PRINTING | VEHICLE REMOVAL NOTICE | 01-930-4380.000 | 123.91 |
| 03/18/2022 | 104619 | FRONT BURNER MEDIA LLC | MARKETING CONSULTING FEE APRIL 2022 | 02-010-5202.000 | 4,750.00 |
| 03/18/2022 | 104620 | GOLIGHTLY TIRES | SANITATION DEPT TIRE SERVICE | 65-000-4320.000 | 3,238.45 |
| 03/18/2022 | 104621 | GRIFFEN & STEVENS LAW FIRM PLLC | LEGAL SERVICES ARIZONA V. HANSON | 01-840-5030.000 | 470.00 |
| 03/18/2022 | 104622 | HOMCO LUMBER & HARDWARE | WATR DEPT SUPPLIES | 60-000-4490.000 | 79.60 |
| 03/18/2022 | 104623 | HORIZON | GOLF SUPPLIES | 70-000-5270.000 | 250.79 |
| 03/18/2022 | 104624 | HOSPITALITY INTEGRATED SERVICE | GOLF | 70-000-4340.000 | 3,456.96 |
| 03/18/2022 | 104625 | HUNTINGTON NATIONAL BANK | ROLLER INTEREST | 30-000-9021.000 | 4,721.80 |
| 03/18/2022 | 104626 | IMPACT PHOTOGRAPHICS INC | VC INVENTORY | 02-030-4600.000 | 363.40 |
| 03/18/2022 | 104627 | J.P. MORGAN EQUIPMENT FINANCE | SANI TRUCK INTEREST 2022 | 65-000-2130.000 | 33,514.32 |

| Check Issue Date | Check Number | Payee | Description | Invoice GL Account | Amount |
|------------------|--------------|---------------------------------|--|--------------------|-----------|
| 03/18/2022 | 104628 | KR SALINE & ASSOCIATES | MULTIPLE PROJECTS | 55-000-4430.000 | 13,246.81 |
| 03/18/2022 | 104629 | LN CURTIS AND SONS | EQUIPMENT | 01-940-4490.000 | 6,454.73 |
| 03/18/2022 | 104630 | MANGUM WALL STOOPS & WARDEN | GENERAL PROFESSIONAL SERVICES | 01-840-5030.000 | 6,223.75 |
| 03/18/2022 | 104631 | MATTHEW BENDER & CO INC | AZ COURTS RULE BOOK 22/23 | 01-830-4380.000 | 212.07 |
| 03/18/2022 | 104632 | MILLER MINING INC | Black Cinder | 05-100-7128.000 | 2,316.36 |
| 03/18/2022 | 104633 | MISSION LINEN SUPPLY | VC MATS | 02-030-4470.000 | 34.94 |
| 03/18/2022 | 104634 | NACOG | CDBG GRANT ADMIN FY2020 CONTRACT#10 | 21-000-8950.000 | 6,000.00 |
| 03/18/2022 | 104635 | NCOURT LLC | MONTHLY NCOURT FEES FEB 2022 | 01-830-5100.000 | 58.30 |
| 03/18/2022 | 104636 | OFFICE DEPOT | OFFICE SUPPLIES | 01-840-4380.000 | 1,020.75 |
| 03/18/2022 | 104637 | PAMELA GALVAN | TRAVEL REIMBURSEMENT | 01-840-4500.000 | 14.65 |
| 03/18/2022 | 104638 | PATTON ELECTRIC LLC | 100 HP BLOWER MOTOR AT THE WWTP | 61-000-4480.000 | 15,475.20 |
| 03/18/2022 | 104639 | PITNEY BOWES | LEASE #0040895043 PAYMENT 1/1/22-3/31/22 | 01-840-4470.000 | 242.27 |
| 03/18/2022 | 104640 | PRESCOTT LAW GROUP, PLC | PUBLIC DEFENDER CONTRACT | 01-840-5030.000 | 2,500.00 |
| 03/18/2022 | 104641 | PRUDENTIAL OVERALL SUPPLY | UNIFORM EXPENSES | 70-000-4510.000 | 1,152.84 |
| 03/18/2022 | 104642 | R & R PRODUCTS INC | GOLF COURSE EQUIPMENT/PARTS | 70-000-5272.000 | 1,740.48 |
| 03/18/2022 | 104643 | RDO EQUIPMENT CO | PARTS/SUPPLIES | 01-970-4320.000 | 522.79 |
| 03/18/2022 | 104644 | RHINEHART OIL CO. LLC | GOLF COURSE FUEL | 70-000-4370.000 | 1,609.27 |
| 03/18/2022 | 104645 | RHOANN PAPP | ELECTRIC REFUND #6248973766 | 55-000-1150.000 | 245.57 |
| 03/18/2022 | 104646 | SPARKLETTS | DRINKING WATER/PD | 01-930-4380.000 | 113.50 |
| 03/18/2022 | 104647 | T-MOBILE USA INC | MOBILE INTERNET | 22-900-8930.053 | 568.08 |
| 03/18/2022 | 104648 | U S DEPARTMENT OF ENERGY | ANCILLARY SERVICE/FEB 2022 | 55-000-5503.000 | 10,321.39 |
| 03/18/2022 | 104649 | UNISOURCE ENERGY SERVICES | Central Garage - 1/2 | 05-100-4420.000 | 4,224.15 |
| 03/18/2022 | 104650 | WELLS FARGO FINANCIAL LEASING | RENTAL PAYMENT/LIBRARY | 01-900-4470.000 | 79.78 |
| 03/18/2022 | 104651 | WILLIAMS GRAND CANYON NEWS | FEB 2022 ADVERTISING | 01-840-4310.000 | 681.40 |
| 03/18/2022 | 104652 | WOODSON ENGINEERING & SURVEYI | DOGTOWN WATERLINES PROJ 118403 SER | 60-000-7001.000 | 51,459.84 |
| 03/24/2022 | 104676 | ARIZONA BLUE STAKE INC | ANNUAL ASSESSMENT FOR CC | 01-950-4350.000 | 421.59 |
| 03/24/2022 | 104677 | ARIZONA CONSOLIDATED & IMPORT I | FRIEGHT | 02-030-4601.000 | 196.74 |
| 03/24/2022 | 104678 | ARIZONA DEPT OF PUBLIC SAFETY | NCJ FINGERPRINT SUBMISSION | 01-900-4430.000 | 22.00 |
| 03/24/2022 | 104679 | BAKER & TAYLOR BOOKS | BOOK PUCHASES | 01-900-5140.000 | 1,073.45 |
| 03/24/2022 | 104680 | BOBCAT OF PHOENIX/BINGHAM AUT | GOLF COURSE PARTS | 70-000-5272.000 | 3,723.40 |
| 03/24/2022 | 104681 | CATERPILLAR FINANCIAL SERVICES | STATE TAX FEB 2022 PAVER | 05-100-5120.000 | 5,071.56 |
| 03/24/2022 | 104682 | CENTER LINE SUPPLY INC | SIGN/STREET PAINTING SUPPLIES | 05-100-7136.000 | 354.94 |
| 03/24/2022 | 104683 | DIRECTV | MARCH 22 BILLING | 70-000-4350.000 | 167.99 |
| 03/24/2022 | 104684 | HILLYARD FLAGSTAFF | SUPPLIES/ JANITORIAL | 01-840-4380.000 | 2,667.63 |
| 03/24/2022 | 104685 | IMPACT PHOTOGRAPHICS INC | VC INVENTORY/FREIGHT | 02-030-4601.000 | 308.46 |
| 03/24/2022 | 104686 | INFOSEND, INC | POSTAGE | 65-000-4440.000 | 2,451.48 |
| 03/24/2022 | 104687 | MISSION LINEN SUPPLY | VC MATS | 02-030-4470.000 | 69.88 |
| 03/24/2022 | 104688 | NATIONAL PEN CO LLC | PENS | 01-930-4460.000 | 477.08 |
| 03/24/2022 | 104689 | NILES RADIO COMMUNICATIONS | LABOR | 24-930-8950.090 | 4,038.63 |
| 03/24/2022 | 104690 | PEWAG INC | CHAINS | 05-100-7000.000 | 1,141.11 |
| 03/24/2022 | 104691 | PLAYING CARDS PLUS, LLC | VC INVENTORY | 02-030-4600.000 | 367.00 |
| 03/24/2022 | 104692 | RURAL ARIZONA GROUP HEALTH TR | MARCH 2022 EMPLOYEE HEALTH INS | 01-000-2320.000 | 60,989.03 |
| 03/24/2022 | 104693 | SMITH SOUTHWESTERN | VC INVENTORY/FREIGHT | 02-030-4601.000 | 248.15 |
| 03/24/2022 | 104694 | SPARKLETTS | DRINKING WATER/CITY HALL | 01-840-4380.000 | 188.30 |
| 03/24/2022 | 104695 | THATCHER COMPANY | T-FLOC | 60-000-4330.000 | 11,353.32 |
| 03/24/2022 | 104696 | THE BANK OF NEW YORK TRUST CO | LOWER CO RIVER 3RD QUARTER FY22 | 55-000-5503.000 | 287.11 |
| 03/24/2022 | 104697 | TREASURE CHEST BOOKS | FREIGHT | 02-030-4601.000 | 292.24 |
| 03/24/2022 | 104698 | TURBO & ELECTRIC | SHOP SUPPLIES | 01-970-4320.000 | 384.24 |
| 03/24/2022 | 104699 | USA BLUEBOOK | SUPPLIES/GLOVES | 60-000-4480.000 | 481.90 |
| 03/24/2022 | 104700 | VERIZON WIRELESS BELLEVUE | Water Dept | 60-000-4340.000 | 25.02 |
| 03/24/2022 | 104701 | WASTE MANAGEMENT OF ARIZONA-F | BILLING - FEB 2022 | 65-000-5260.000 | 22,643.82 |
| 03/24/2022 | 104702 | WELLS FARGO FINANCIAL LEASING | RENTAL PAYMENT/LIBRARY | 01-900-4470.000 | 409.35 |
| 03/24/2022 | 104703 | WILLIAMS CITY COURT | FEB 2022 BANK FEES | 01-830-5100.000 | 82.69 |
| 03/24/2022 | 104704 | WILSON & COMPANY INC | UTILITY INSPECTION & ROADWAY WORKER | 60-000-7001.000 | 8,450.00 |
| 03/31/2022 | 104705 | AMWELL | SALES TAX ON COLLECTOR & FLOCCULATO | 60-000-7150.000 | 2,775.77 |
| 03/31/2022 | 104706 | ARIZONA DRIVE GUIDE | MAR-MAY 2022 FULL PAGE AD | 02-010-5202.000 | 800.00 |
| 03/31/2022 | 104707 | ARIZONA EMERGENCY PRODUCTS | TR, 2021 F150 PATROL | 24-930-8950.082 | 5,185.92 |
| 03/31/2022 | 104708 | ARIZONA PUBLIC SERVICE | FEB 2022 TRANSMISSION SERVICE | 55-000-5501.000 | 90,005.42 |

| Check Issue Date | Check Number | Payee | Description | Invoice GL Account | Amount |
|------------------|--------------|--------------------------------|---|--------------------|--------------|
| 03/31/2022 | 104709 | COLONIAL LIFE | BCN E3123882/MARCH 2022 PREMIUM | 01-000-2050.000 | 2,527.06 |
| 03/31/2022 | 104710 | COPPER STATE BOLT & NUT CO | SUPPLIES | 60-000-4480.000 | 69.61 |
| 03/31/2022 | 104711 | CREATIVE SERVICES OF NEW ENGLA | JUNIOR OFFICER BADGE STICKERS | 01-930-4460.000 | 276.95 |
| 03/31/2022 | 104712 | DANA KEPNER CO INC | SUPPLIES | 60-000-4480.000 | 2,793.66 |
| 03/31/2022 | 104713 | DESERT DIAMOND INDUSTRIES, LLC | SAFETY BLADE/SAW BLADE | 60-000-4480.000 | 1,200.00 |
| 03/31/2022 | 104714 | FRONT BURNER MEDIA LLC | AGILITY PR/MEDIA PROMOTION DEAL | 02-010-5202.000 | 4,000.00 |
| 03/31/2022 | 104715 | GOLIGHTLY TIRES | SANITATION DEPT TIRE SERVICE | 65-000-4320.000 | 2,962.52 |
| 03/31/2022 | 104716 | HILL BROTHERS CHEMICAL CO | CHEMICALS | 61-000-4330.000 | 3,832.93 |
| 03/31/2022 | 104717 | HILLYARD FLAGSTAFF | SUPPLIES/ JANITORIAL | 01-890-4400.000 | 841.92 |
| 03/31/2022 | 104718 | HOLTZ INDUSTRIES | LID EAR | 65-000-5510.000 | 3,619.59 |
| 03/31/2022 | 104719 | LAMAR AIRPORT ADVERTISING CO | DIGITAL BULLETINS | 02-010-5202.000 | 750.00 |
| 03/31/2022 | 104720 | MISSION LINEN SUPPLY | VC MATS | 02-030-4470.000 | 34.94 |
| 03/31/2022 | 104721 | MODERN MARKETING | NOT ALL HEROES WEAR CAPES CRAYONS | 01-930-4460.000 | 453.73 |
| 03/31/2022 | 104722 | OFFICE DEPOT | OFFICE SUPPLIES | 01-960-4380.000 | 154.42 |
| 03/31/2022 | 104723 | OOOOOOO NO, INC | FREIGHT | 02-030-4601.000 | 309.50 |
| 03/31/2022 | 104724 | PARTS WEST HEAVY, LLC | AUTO PARTS | 01-970-4490.000 | 234.41 |
| 03/31/2022 | 104725 | PATTON ELECTRIC LLC | REBUILDING DOGTOWN #1 VFD | 60-000-4475.000 | 5,984.00 |
| 03/31/2022 | 104726 | RHINEHART OIL CO. LLC | CITY FUEL | 01-000-1060.000 | 30,110.61 |
| 03/31/2022 | 104727 | SMITH SOUTHWESTERN | VC INVENTORY/FREIGHT | 02-030-4601.000 | 220.78 |
| 03/31/2022 | 104728 | SOUTHWEST PUBLIC POWER AGENC | FEB 2022 CREDIT | 55-000-5503.000 | 173,400.06 |
| 03/31/2022 | 104729 | SUPERIOR PROPANE | PROPANE GOLF COURSE | 70-000-4420.000 | 1,068.72 |
| 03/31/2022 | 104730 | THOMAS W NICHOLS | DATA SERVICE JAN - MAR 2022 | 01-980-4410.000 | 180.00 |
| 03/31/2022 | 104731 | ULINE | SUPPLIES | 60-000-4480.000 | 1,925.88 |
| 03/31/2022 | 104732 | UNISOURCE ENERGY SERVICES | 800 S 6th St. Forest Service Building PD-1/10 | 01-930-4420.000 | 5,345.14 |
| 03/31/2022 | 104733 | USA BLUEBOOK | SUPPLIES/EQUIPMENT | 60-000-4480.000 | 2,141.76 |
| 03/31/2022 | 104734 | VERIZON WIRELESS BELLEVUE | Water Dept | 60-000-4340.000 | 1,793.52 |
| 03/31/2022 | 104735 | WILLIAMS 76 | CITY POLICE CAR WASHES | 01-930-4480.000 | 203.00 |
| Grand Totals: | | | | | 1,642,910.57 |

Dated: _____

City Council: _____

Purchase Order

P. O. Number: 389

City of Williams
113 S First St
Williams AZ 86046

PHONE: 928-635-4451
FAX: 928-635-4495



To: 12261

SOJERN INC
810 S 169TH STREET
OMAHA NE 68118

Ship to:

CITY OF WILLIAMS
113 S FIRST ST
WILLIAMS AZ 86046

| P. O. Date | Created By | Requested By | Department | Approved By | Req Number |
|------------|------------|--------------|-------------------|-------------|------------|
| 03/29/2022 | kayhill | | 010 - MARKETING-T | | 0 |

| Quantity | Description | Activity No. | Unit Price | Total |
|---------------------|--|--------------|------------|-----------|
| 1.00 | DISPLAY-CPM WILLIAMS AZ TRAVEL 02-010-5202.000 | 0 | 25,000.00 | 25,000.00 |
| SHIPPING / HANDLING | | | | |
| SALES TAX | | | | |
| TOTAL PO AMOUNT | | | | 25,000.00 |

Notes:

Authorized Signature

PO.
#380

Karen Hill

From: heather frontburnermedia.com <heather@frontburnermedia.com>
Sent: Monday, March 28, 2022 3:00 PM
To: Karen Hill
Cc: Julie Walker
Subject: Re: Invoices from Sojern #1026598 & 1026597

We'll have invoices to total \$25,000 by the end of it for Sojern. It's one campaign with invoices breaking it all up. If we need to go to council, that's fine. Just let me know because I'll be sending more invoices over.

Thanks,

Heather Hermen
Front Burner Media
928-202-2374

From: Karen Hill <KHill@williamsaz.gov>
Sent: Monday, March 28, 2022 2:57 PM
To: heather frontburnermedia.com <heather@frontburnermedia.com>
Cc: Julie Walker <JWalker@williamsaz.gov>
Subject: Invoices from Sojern #1026598 & 1026597

Hi Heather,

Do you know why we have two invoice for Sojern for the same time period, should we only have one invoice?
I believe this really needs to go to the city council for approval.

Thank you,

Karen (Kay) Hill
Accounting Clerk
(928) 635-4451
113 South 1st Street
Williams, AZ. 86046
khill@williamsaz.gov



RECEIVED
MAR 25 2022
CITY OF WILLIAMS

Invoice
#10206598
03/31/2022

Bill To: Front Burner Media
30 ROCK TOP ROAD
Sedona AZ 86351
United States

IO / Opportunity Name
City of Williams FY22' CPM

Month of Service
April - June 2022

PO#

Other Billing ID

VAT ID

IO#

Portal Booking Report

Terms Due Date Sales Rep Account Manager
Net 30 04/30/2022 Brett Pascale Gerone Navarro

| Advertiser | Contract Units | Actual Units | Item | Unit Price | Amount |
|---------------------|----------------|--------------|---|------------|------------|
| City of Williams AZ | 4,166,666.67 | 833,333 | CPM Display - CPM_Williams AZ Travel Intenders Display 160x600, 300x250, 300x600, 728x90, 300x50, 320x50 160x600;300x50 (Mobile);300x250;300x600;320x50 (Mobile);728x90 | \$6.00 | \$5,000.00 |

Subtotal \$5,000.00

Tax Total (0%) \$0.00

Total \$5,000.00

Applied Payments \$0.00

Total Amount Due \$5,000.00

Wire Information:

Tax Identification Number for Sojern Inc: 26-0515764

Remit ACH / Bank Transfer / Wire Payment to:

Beneficiary details -

Bank Name: Union Bank and Trust Company
Bank Address: 3643 South 48th Street Lincoln, NE 68506 United States
Bank ABA Routing Number: 104910795 (for ACH)
Bank SWIFT Code: UNTUUS42
Bank Account Number: 602549535
Bank Account Name: Sojern Inc

Intermediary details available upon request

Include invoice number(s) paid on your remittance instructions to ensure accurate payment application

For questions email accounting@sojern.com

Please Remit Check Payment to:

Sojern, Inc.
PO Box 87105
Lincoln, NE 68501-7105

Thank you for doing business with Sojern Inc.

02-010-5202.000

| Invoice Date | GL Period |
|--------------|-----------|
| 3/31/22 | 3/22 |
| Payment Date | Amount |
| 4/30/22 | 5200.00 |
| FIN | CM |

Karen Hill

From: heather frontburnermedia.com <heather@frontburnermedia.com>
Sent: Monday, March 14, 2022 4:10 PM
To: Karen Hill
Subject: Fw: Sojern Inc.: Invoice #10206600
Attachments: Invoice_10206600_1647283153027.pdf

Approved.

Thanks,

Heather Hermen
Front Burner Media
928-202-2374

From: Danyelle Delanie (danyelle.delanie@sojern.com) <system@sent-via.netsuite.com>
Sent: Monday, March 14, 2022 11:39 AM
To: heather frontburnermedia.com <heather@frontburnermedia.com>
Subject: Sojern Inc.: Invoice #10206600

Please open the attached file to view your Invoice. To view the attachment, you first need the free Adobe Acrobat Reader. If you don't have it yet, visit Adobe's Web site <http://www.adobe.com/products/acrobat/readstep.html> to download it.



RECEIVED
MAR 25 2022
CITY OF WILLIAMS

Invoice
#10206597
03/14/2022

Bill To:
Front Burner Media
30 ROCK TOP ROAD
Sedona AZ 86351
United States

IO / Opportunity Name
City of Williams FY22' CPM
Month of Service
April - June 2022
PO#

Other Billing ID

VAT ID

IO#

Portal Booking Report

Terms

Due Date

Sales Rep

Account Manager

Net 30

04/13/2022

Brett Pascale

Gerone Navarro

| Advertiser | Contract Units | Actual Units | Item | Unit Price | Amount |
|---------------------|----------------|--------------|---|------------|------------|
| City of Williams AZ | 4,166,666.67 | 833,333 | CPM Display - CPM Williams AZ Travel Intenders Display 160x600, 300x250, 300x600, 728x90, 300x50, 320x50 160x600;300x50 (Mobile);300x250;300x600;320x50 (Mobile);728x90 | \$6.00 | \$5,000.00 |

Subtotal \$5,000.00

Tax Total (0%) \$0.00

Total \$5,000.00

Applied Payments \$0.00

Total Amount Due \$5,000.00

Wire Information:

Tax Identification Number for Sojern Inc: 26-0515764

Remit ACH / Bank Transfer / Wire Payment to:

Beneficiary details -
Bank Name: Union Bank and Trust Company
Bank Address: 3643 South 48th Street Lincoln, NE 68506 United States
Bank ABA Routing Number: 104910795 (for ACH)
Bank SWIFT Code: UNTUUS42
Bank Account Number: 602549535
Bank Account Name: Sojern Inc

Intermediary details available upon request

Include invoice number(s) paid on your remittance instructions to ensure accurate payment application

For questions email accounting@sojern.com

Please Remit Check Payment to:

Sojern, Inc.
PO Box 87105
Lincoln, NE 68501-7105

Thank you for doing business with Sojern Inc.

02-010-5202-000

| Invoice Date | GL Period |
|--------------|-----------|
| 3/14/22 | 3/22 |
| Payment Date | Amount |
| 4/13/22 | 5000.00 |
| FIN | CM |

Karen Hill

From: heather frontburnermedia.com <heather@frontburnermedia.com>
Sent: Monday, March 14, 2022 4:10 PM
To: Karen Hill
Subject: Fw: Sojern Inc.: Invoice #10206600
Attachments: Invoice_10206600_1647283153027.pdf

Approved.

Thanks,

Heather Hermen
Front Burner Media
928-202-2374

From: Danyelle Delanie (danyelle.delanie@sojern.com) <system@sent-via.netsuite.com>
Sent: Monday, March 14, 2022 11:39 AM
To: heather frontburnermedia.com <heather@frontburnermedia.com>
Subject: Sojern Inc.: Invoice #10206600

Please open the attached file to view your Invoice. To view the attachment, you first need the free Adobe Acrobat Reader. If you don't have it yet, visit Adobe's Web site <http://www.adobe.com/products/acrobat/readstep.html> to download it.

ORDINANCE NO. 990

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WILLIAMS ARIZONA, AMENDING CHAPTER 115 BY THE ADDITION OF SECTION §115.04, GRANTING THE NONEXCLUSIVE TELECOMMUNICATIONS SYSTEM LICENSE TO USE, OPERATE, MAINTAIN, CONSTRUCT AND INSTALL, CABLES, CONDUIT, APPURTENANCES, AND RELATED FACILITIES, COLLECTIVELY KNOWN AS A “NETWORK” IN, UNDER, ALONG, OVER AND ACROSS THE PUBLIC RIGHTS-OF-WAY AND EASEMENTS OF THE CITY OF WILLIAMS.

WHEREAS, the City of Williams has authority pursuant to A.R.S. § 9-501 and A.R.S. § 9-581 *et. seq.*, to issue licenses to use the public rights-of-way and easements within the City for a telecommunications system; and

WHEREAS, Licensee has applied to the City of Williams for a license for the use, installation, placement, operation, and maintenance of wireless communications facilities in, on, under, upon, along, and across certain public rights-of-way and easements within the City of Williams; and

WHEREAS, the issuance of such a Telecommunications System License to Licensee will benefit residents of the City of Williams;

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLIAMS, AS FOLLOWS:

1. **LICENSE GRANTED.**

1.1 **License Area.** There is hereby granted by the City to Licensee a revocable, non-exclusive license to use, construct, install, operate and maintain a telecommunication system network, including all necessary cables, conduit, appurtenances, and related facilities (collectively referred to herein as “Network”) in, under, along, over and across the public rights-of-way and easements of the City of Williams as depicted in the attached **Exhibit A**, which is attached hereto and incorporated herein by this reference, subject to the terms and conditions of this License, the Williams Municipal Code and any amendments thereto, the City’s police powers and taxing authority, together with all applicable federal and state laws and regulations. For the purpose of this License, the Network does not include a cable system, open video system, or any other system providing multichannel video service, all as defined in Title VI of the Federal Communications Act of 1934. This is not a business license, zoning approval, nor is it a permit to engage in construction activities in the right-of-way of the City. Any such business license, zoning approval, and construction permit must be obtained separately from the City. Licensee must obtain zoning approval under the Williams Municipal Code and any work in the public right-of-way must be permitted under the Williams Municipal Code, as may be amended from time to time. This License does not authorize the construction or placement of any poles in the public rights-of-way.

1.2 Others' Facilities. Licensee may use or lease facilities of other persons as part of its Network, provided, however, that such facilities are lawfully constructed, installed, operated, and maintained in the public rights-of-way in compliance with the Williams Municipal Code, state law, and any other applicable laws. Licensee shall provide the City with the current name of the person and responsible officer thereof, local business address, and telephone number, and a general description and location of the other persons' facilities that will be used as part of the Licensee's Network. Nothing herein shall be construed to grant any person other than Licensee a telecommunications or fiber optics communications system license.

1.3. Service Routes. Licensee's Service Routes shall consist of those routes identified in **Exhibit A**. Licensee may construct a Network including facilities, cables, and appurtenances along the Routes generally depicted in **Exhibit A**, and as will be more specifically depicted on Construction and As-Built Drawings provided to the City by Licensee.

1.4. Expanded Service Routes. At any time during the term of this License, Licensee may apply to the City Engineer and having complied with the terms and conditions of this License and having received City Engineer's or City Managers approval, which shall not be unreasonably withheld or delayed, Licensee may expand or extend (construct, install, upgrade and operate) its Network within the City of Williams. Any expansions or extensions shall be at all times governed by the terms and conditions of this License. Licensee shall immediately prepare a new Exhibit A to this License showing all service routes, including the expansions, which shall be attached to this License and replace the existing Exhibit A, upon receiving the City Engineer's approval of the new routes.

1.5 Inter-State Services. If in the future, Licensee offers inter-state services in the City of Williams, this License will automatically be converted to a dual license for an inter-state and intra-state telecommunications network. In that event, the parties agree that the City may amend the License as may be permitted by and consistent with state laws and City ordinances, following good faith negotiations with Licensee, within a reasonable time. Licensee shall notify the City at least one hundred twenty (120) days before commencement of offering inter-state telecommunications services in the City of Williams.

2. CONDITIONS RELATED TO MANAGEMENT OF PUBLIC RIGHTS-OF-WAY AND EASEMENTS.

2.1 Williams Rights-of-Way Regulations. Licensee shall comply with all requirements of the Williams Municipal Code, as may be amended from time to time, and any other ordinances related to work in the public rights-of-way and easements, in addition to all terms and conditions of this License.

2.2 Plans; Construction Schedule. Construction of the Initial Service Routes shall commence within twelve (12) months from the effective date of this License. Plans and Construction schedules shall be addressed as required under the Williams Municipal Code.

2.3 Underground Installation. Except as otherwise provided herein or permitted by the City, all of the Licensee's networks within the City shall be underground and shall meet the standard specifications and reasonable requirements of the City.

2.4. Coordination of Underground Installation. Licensee shall coordinate its installations with developers and other utilities to install facilities underground in a common trench and at the same time, per Williams Municipal Code. All installations shall be in conduit approved by the City Engineer. Any expenses for trenching or conduit other than that required for Licensee's use will be shared pro-rata among all parties located in the trench or conduit, with payment and other terms and conditions of said joint occupancy to be agreed upon by the parties.

2.5. Reimbursement for Reduction in Service Life. Upon completion of construction and prior to the release of any performance bond posted for construction purposes, Licensee agrees to reimburse the City for all reasonable costs arising from the reduction in the service life of any public road, resulting from pavement cuts of the Licensee considering the criteria set forth in the Williams Municipal Code is amended to require such reimbursement.

2.6. Arizona 811 (Blue Stake); As-Built Drawings; Local Agent. Licensee shall participate as a member of Arizona Blue Stake Center and other organizations to assist with the proper location and identification of its underground facilities and shall comply with Arizona Revised Statutes Section 40-360.21 et. seq. Licensee shall maintain As-Built Drawings of its facilities located within the public rights-of-way and easements of the City, and furnish a copy of the same to the City upon request. Licensee shall maintain a local agent within Coconino County, who is familiar with Licensee's facilities and is able to assist the City and others using the public rights-of-way and easements in obtaining accurate information regarding Licensee's facilities.

2.7. Electronic Mapping. (Reserved)

2.8. Emergencies.

2.8.1 In case of a public emergency posing an immediate threat to the lives or property of City residents, City reserves the right to perform work in the public rights-of-way and easements, which work may damage or destroy Licensee's facilities, without any prior notice to Licensee, if such action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Engineer,

Public Works Director, and/or any of their designees. Licensee shall be responsible for costs of repair of any of its facilities damaged in such an emergency event. If Licensee is required to make repairs of an emergency nature, Licensee will notify the city prior to such repairs, if practicable, and will obtain necessary permits in a reasonable time after notification.

2.8.2 A public emergency shall be any condition which, in the opinion of any of the officials named in Paragraph 2.8.1, poses an immediate threat to the lives or property of any person in the City, caused by any natural or man-made disaster, including, but not limited to storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills.

3. PERFORMANCE BOND.

3.1 At least thirty (30) days before commencing any construction work under this License, the Licensee shall post a performance bond in the amount of \$ _____ in favor of the City as security for the Licensee's faithful performance of all provisions of this License, including but not limited to the payment of any claims, liens, taxes due, penalties, cost of removal or abandonment of any property by Licensee. This bond shall remain in effect during the construction of the Licensee's Initial Service Routes. After completion of the Initial Service Routes, upon written approval of the City, provided there are no outstanding claims against Licensee resulting from said construction, the Licensee may replace the bond in the amount of \$ _____ with a bond in the amount of \$ _____ as security for the Licensee's faithful performance of all provisions of this License, including but not limited to the payment of any claims, liens, taxes due, penalties, cost of removal or abandonment of any property by Licensee. The city may request an additional bond in the same or greater amount during construction by Licensee in the Expanded Service Routes. Upon written approval of the City, the performance bond may be canceled no later than ninety (90) days after the expiration of the term of this License, provided there is no outstanding default on the part of the Licensee.

3.2 City may draw upon the performance bond if, after giving Licensee thirty (30) days' notice and an opportunity to cure any default under this License, Licensee fails to cure any default. Within thirty (30) days after notice to Licensee that any amount has been withdrawn from the bond, Licensee shall restore the bond to its initial amount. A performance bond shall not be construed to limit the liability of the Licensee.

4. INSURANCE.

4.1 Minimum Insurance. Licensee shall at all times during the term hereof, at its own cost and expense, carry and maintain, for the mutual benefit of the City and Licensee, the following minimum insurance:

4.1.1. Commercial General Liability. Commercial general liability insurance with an unimpaired limit of One Million Dollars (\$1,000,000) for each occurrence and a One Million Dollar (\$1,000,000) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this License. The policy will cover the Licensee's liability under the indemnity provisions of this License. The protection under the policy shall at a minimum meet or exceed Insurance Service Office, Inc. Form CG 00 01 10 93. (The policy does contain a "separation of insureds" clause.)

4.1.2. Automobile Liability. Commercial business automobile liability insurance with a limit of One Million Dollars (\$1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with the Licensee's use of the License Area. Coverage must be at least as broad as Insurance Service Office, Inc. Policy Form CA00 01 12 93. (Such insurance does cover hazards of a motor vehicle used for loading and off-loading.)

4.1.3. Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000) for each employee, One Million Dollars (\$1,000,000) policy limit.

4.1.4. Other Insurance. Any other insurance City may reasonably require before approval and related to the construction of any Expanded Service Routes for the protection of City and City's agents, officials, representatives, officers, directors, and employees (collectively "Additional Insureds"), the License Area, surrounding property, Licensee, or the activities carried on or about the License Area. Such insurance shall be limited to insurance a reasonable person owning, leasing, designing, constructing, occupying, or operating similar facilities could reasonably purchase.

4.2 Form of Insurance. All insurance policies shall meet the following requirements:

4.2.1. All policies except workers' compensation must name the City, its agents, officials, representatives, officers, and employees as Additional Insureds. Licensee shall cause coverage for Additional Insureds to be incorporated into each insurance policy via endorsement equivalent to Insurance Services Office, Inc. Commercial General Liability Additional Insured, Form B. The city may give the Licensee notice of City's election from time to time that any or all the Additional Insureds not be named as Additional Insureds with respect to specific insurance coverages.

4.2.2. All policies must provide City with thirty (30) days prior notice of any cancellation, reduction, or other change in coverage.

4.2.3. All policies shall require that notices be given to City as provided for notices to City under this License.

4.2.4. The insurer's duty to notify the City of changes in coverage shall not include phrases such as "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

4.2.5. All policies must clearly show, by formal endorsement or otherwise, that all coverage required by this License is provided.

4.2.6. All insurance policies shall contain a waiver of any transfer rights of recovery (subrogation) against City and all other Additional Insureds. No deductible or "self-insured" amount shall exceed Two Hundred Fifty Thousand Dollars (\$250,000). Licensee shall be solely responsible for any self-insurance amount of deductible. The city may require Licensee from time to time to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

4.3. Insurance Certificates. Licensee shall evidence all insurance by furnishing to City certificates of insurance. Certificates must evidence that the policy referenced by the certificate is in full force and effect and that the policy satisfies each requirement of this License applicable to the policy. For example, certificates must indicate that City and the other Additional Insureds are additional insureds. Certificates must be in a form acceptable to the city. All certificates are in addition to the actual policies and endorsements required. The licensee shall provide City with a renewal certificate of the required insurance coverage at least ten (10) days prior to any expiration date.

4.4. Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to the City. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurers) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of A IX, and all insurance maintain a rating of A-.

4.5. Primary Insurance. Licensee's insurance shall be the primary insurance. Any insurance or self-insurance maintained by the City shall not contribute to Licensee's insurance.

4.6. Insurance to be provided by others. Any contractors or other persons occupying, working on or about, or using the License Area pursuant to this License must also provide for the protection of the City and all other Additional

Insureds and maintain in effect all of the insurance and indemnification required by this License.

5. INDEMNIFICATION.

5.1. Indemnity. In addition to all other obligations hereunder, to the full extent permitted by law, throughout the term of this License and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working or claiming through or for Licensee or this License shall jointly and severally pay, indemnify, defend and hold harmless City and all other Additional Insureds from and against any and all claims or harm resulting from Licensee's acts or omissions related to its use of the License Area and this License. Without limitation, such claims include any and all allegations, demands, proceedings, liabilities, obligations, suits, actions, claims (including without limitation, claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings) which may arise out of any use by Licensee of the License Area or City's property related to this License or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License, including any injury or damages or cause claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the License Area or surrounding areas related to this License except to the extent such claims, liability, harm or damages are caused by City or any other Additional Insured.

5.2 City expressly disclaims any representation that required insurance is adequate to protect any person or property against any risks related to the License Area. Licensee's obligations to indemnify do not diminish in any way Licensee's obligations to insure, and Licensee's obligations to insure do not diminish in any way Licensee's obligations to indemnify. Licensee's obligations to indemnify and provide insurance are in addition to and do not limit, any and all other liabilities or obligations of Licensee under or connected with this License.

5.3 The indemnity obligations of this License shall survive any termination or expiration of this License.

6. RISK OF LOSS.

The city is not required to carry any insurance covering or affecting the License Area or use of the City's property related to this License. Licensee assumes the risk of any and all loss, damage, or claims related to Licensee's use of the Licensed Area or City's or Licensee's property throughout the term hereof, except as set forth in Paragraph 5. Nothing herein shall be construed to waive any of the Licensee's rights to pursue claims against third parties.

7. INSPECTION OF RECORDS.

Licensee's books and records relevant to this License shall be subject to inspection by duly authorized officers or representatives of the City at reasonable times.

8. COMPENSATION.

8.1 Costs. Pursuant to §153.04 Fiber Optic Internet Franchise, of the Williams Municipal Code, Licensee shall pay an application fee of \$2500.00 payable in cash, certified or cashier's check, wire transfer, or any other method acceptable to the City Manager, in addition to all other fees and amounts the City is permitted by law to charge for or related to this License, including without limitation, lawful right of way permit fees, and reasonable costs associated with restoration of damage caused to public rights-of-ways and easements. The parties recognize that new services and technology are evolving rapidly. In the event that in the future Licensee desires to offer services over its Network not defined as "telecommunications" under A.R.S. § 9-581 *et. seq.*, Licensee agrees to pay for use of the public rights-of-way and easements owned by the City to the extent allowed by law and the parties agree to negotiate in good faith to amend this License accordingly. Notwithstanding the above, Licensee shall not be required to pay any fees or costs not assessed against other similar telecommunications companies in the City, consistent with the requirements of the 1996 Telecommunications Act.

8.2 Annual Fee (Intra-state Telecommunications). Licensee shall pay to the City an Annual Fee of \$_____per linear foot of trench in the public rights-of-way and/or public utility easements owned by City, in which Licensee has placed facilities ("Lineal Feet") adjusted by the Consumer Price Index ("CPI") as set forth in Paragraph 8.2.3.

8.2.1 The first Annual Fee owed, if any, shall be calculated based on the number of Lineal Feet constructed as part of the Initial Service Routes identified in Exhibit A. Thereafter, the Annual Fee shall be calculated based on the number of Lineal Feet depicted in the As-Built Drawings, including any Expanded Routes, less any distance removed or abandoned during the prior year.

8.2.2 The Annual Fee shall be due and payable within thirty (30) days after the effective date of this License, and on the same date in every year thereafter. If the Annual Fee is not paid on or before the due date, the interest of one percent (1.0%) per month will accrue on the amount due and owing to City.

8.2.3 CPI Adjustment. The charge per Lineal Foot used in calculating the Annual Fee shall be adjusted on July 1st of each year by an amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor

Statistics (Western Region Consumer Price Index ("CPI") for all Urban Customers 1993-1995=100) from the previous year (date of July 1st). In the event that such publication is discontinued, the Parties will agree upon an inflation index that most closely resembles the Western Region CPI.

8.2.4 Auditing. The City shall have the right upon ten (10) days advance notice and during Licensee's normal business hours to inspect the Licensee's records related to this License and shall have the right to audit any amount determined to be payable under Paragraph 8.2, provided, however, that such audit shall take place within 36 months following the date the Annual Fee is due and payable. Any additional amount due to the City as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee by City, said notice shall include a copy of the audit report; provided, however, that Licensee shall not be required to pay such deficiency until thirty (30) days after completion of an administrative review process agreed upon by the parties or non-binding outside arbitration procedure under Paragraph 19.2.

8.3 Transaction Privilege Taxes. Licensee shall pay all transaction privilege taxes owed to City.

9. TERM OF LICENSE.

The right, privilege, and License granted herein shall continue and exist for a period of ____ () years from the effective date hereof and shall be renewed for an additional term of ____ () years unless sooner terminated under Paragraph 13, below (Termination of License). Renewal shall not be unreasonably withheld or denied by the City.

10. NON-EXCLUSIVE LICENSE.

This License is not exclusive, and shall not be construed to prevent the City from granting other like or similar licenses, grants or privileges to any other person, firm, or corporation, or to deny or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

11. NON-ASSIGNMENT.

11.1. Licensee shall provide City with sixty (60) days prior written notice of any proposed assignment or transfer of this License. This License shall not be assigned or transferred, except upon written consent of the City Council, which consent shall not be unreasonably withheld or delayed; provided, however, that Licensee may assign or transfer the License without such notice or consent to a financially viable parent, subsidiary, successor or affiliate, or a commercial lending institution as security for financing purposes. For purposes of determining whether an assignment or transfer has occurred, a change in ownership of fifty-one percent (51%) of the stock or membership ownership of the Licensee shall constitute an

assignment, and a change in actual working control shall constitute a transfer. In the event of any proposed transfer for which consent of the City Council is required, Licensee agrees to reimburse the City for its reasonable expenses incurred in reviewing such proposed transfer or assignment, which shall not exceed the amount of Two Thousand Five Hundred Dollars (\$2,500).

11.2. The City Council may review the financial and technical abilities of the prospective assignee or transferee to carry out the remaining term of this License.

11.3. Licensee shall provide written notice of any assignment or transfer to the City, which shall include a written acceptance of Licensee's obligations hereunder by the assignee or transferee.

11.4 Licensee may sell, lease, grant an Indefeasible Right to Use ("IRU") or otherwise transfer all or any portion of its Network without consent from the City Council, provided that Licensee remains responsible for all of the terms and conditions of this License for the Network unless and until consent for assignment or transfer from the City Council is obtained.

12. LIQUIDATED DAMAGES.

The city reserves the right, as a condition of any future construction permit issued under the Williams Municipal Code, to require liquidated damages for any delay or non-performance in the construction of the Network where the City Engineer reasonably determines that such penalties are reasonably required to ensure timely performance of construction work. No liquidated damages shall apply in the event of delay or nonperformance caused by an emergency as defined in paragraph 2.8.2.

13. TERMINATION OF LICENSE.

13.1. Grounds for Termination. The License granted hereunder may be terminated prior to its expiration date by the City if the City Council finds that Licensee has failed to comply with the material terms and conditions of this License. Repeated failure and/or unreasonable delay in taking corrective action requested by the city is also grounds for termination of this License.

13.2. Opportunity for Cure. The City Manager or City Engineer will provide Licensee with written notice of any failure to comply with the material terms and conditions of this License, and demand cure of such default. The city may request a cure within a specified reasonable time. If Licensee fails to cure such default within the specified reasonable time or within sixty (60) days when no reasonable time has been specified, the City Manager may place a request for termination of this License upon the next regular City Council meeting agenda for a public hearing on the matter. Following a public hearing, the City Council may

declare the License is terminated for just cause, suspend the operation of the License pending cure, or may set a reasonable period of time for the cure of any default.

14. SERVICE OF NOTICE.

All notices required under this License shall be in writing and will be deemed served when delivered to the persons listed below during ordinary business hours or on the date of delivery when served by U.S. mail, registered or certified return receipt requested, or another person hereafter designated by notice to the other party:

To the Licensee:

General Counsel

With a Copy to:

Right of Way Manager

To the City:

City Manager
City of Williams
113 South 1st Street
Williams, AZ 86046

With a Copy to:

Mangum, Wall, Stoops & Warden
Attn: City Attorney
112 N. Elden Street
Flagstaff, AZ 86001

15. CONDEMNATION BY CITY.

There is hereby reserved to the City the right to acquire the property of the Licensee utilized in the conduct of this License by the exercise of the right of eminent domain in accordance with the conditions set forth in the Arizona Revised Statutes. Nothing herein shall be construed to limit any rights of eminent domain of Licensee.

16. ACCEPTANCE OF LICENSE TERMS AND CONDITIONS.

This License shall become effective when written acceptance thereof has been filed by Licensee with the City Clerk of the City of Williams. By accepting this License, the Licensee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by Williams Municipal and this License.

17. REMOVAL AND RESTORATION OBLIGATIONS RELATING TO ABANDONMENT.

In the event abandonment of Licensee's Facilities or any portion thereof occurs, Licensee shall remove all of the Licensee's Facilities (which may include subgrade facilities and foundations) at the Licensee's sole cost and expense as determined by City. Licensee's removal and restoration obligations under this Section shall occur immediately but in no event later than seven (7) calendar days from the date of abandonment.

18. RECONNECTION.

In the event of an emergency, maintenance, accident, or condition that causes the City to replace or remove a Licensee's Facilities, the Licensee at its sole expense shall be responsible for the reconnection to a utility.

19. REMOVAL OR RELOCATION FOR CITY PROJECT.

Licensee understands and acknowledges that the City may require Licensee to remove or relocate Licensee's Facilities and any portion thereof from the ROW, and Permittee shall, at the City Engineer's direction, remove or relocate the same at Licensee's sole cost and expense, whenever the City Engineer reasonably determines that the relocation or removal is needed for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project. In such a case, the City shall use reasonable efforts to afford Licensee a reasonably equivalent and available alternate location as determined by City. If Licensee fails to remove or relocate the Licensee's Facilities or any portion thereof as requested by the City Engineer within ninety (90) calendar days of Licensee receipt of the request, the City shall be entitled to remove the Licensee's Facilities and any portion thereof at Licensee's sole cost and expense without further notice to Licensee. Licensee shall, within thirty (30) calendar days following issuance of invoice for the same, reimburse the City for the City's actual expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Licensee's Facilities and any portion thereof. In the event the City requires relocation under this Section, the Licensee shall obtain any necessary third-party approvals at its sole cost and expense.

20. REMOVAL OR RELOCATION REQUIRED BY CITY ENGINEER.

At Licensee's sole cost and expense, Licensee shall promptly disconnect, remove, or relocate the applicable Licensee's Facilities and any portion thereof within the time frame and in the manner required by the City Engineer if the City Engineer reasonably determines that the disconnection, removal, or relocation of any part of Licensee's Facilities (a) is necessary to protect the public health, safety, welfare, or City property, (b) Licensee's Facilities or any portion thereof is adversely affecting the proper operation of streetlights or City property, or (c) Licensee fails to obtain all applicable permits, permits, and certifications required

by law relating to its Licensee's Facilities or for any unauthorized facilities or attachments. The failure of the City to act to remove any unauthorized facilities shall not constitute permission or a de facto license in any manner, nor shall subsequent issuance of a license operate retroactively. If the City Engineer reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Licensee's Facilities at the Licensee's sole cost and expense. The City Engineer shall provide to Licensee thirty (30) calendar days written notice prior to the removal unless there is imminent danger to the public health, safety, or welfare. Licensee shall reimburse City for the City's actual costs of removal under this Section within sixty (60) calendar days of receiving the City's invoice. In the event the City requires relocation under this Section, the Licensee shall obtain any necessary third-party approvals at its sole cost and expense. The obligations herein shall survive the termination, expiration, or revocation of the License.

21. REMOVAL OR ABANDONMENT AT EXPIRATION.

Upon the expiration, cancellation, or termination of this License, Licensee at its own expense shall remove its Network facilities, cables, and appurtenances located in the public rights-of-way and easements within the City to City's satisfaction, except nothing herein, shall require Licensee to remove any facilities, cables or appurtenances that are a part of another person's system and otherwise lawfully permitted to remain in place under any current license to use the public rights-of-way. In lieu of removal which the city is entitled to require hereunder, City at its option may permit the improvements to be abandoned in place pursuant to the directions and specifications of the City Engineer. Unless rejected by City, any such facilities which the City is entitled to require to be removed hereunder and which are not removed within one hundred twenty (120) days, automatically shall become the property of the City.

22. WAIVER.

Neither party shall be excused from complying with any of the terms and conditions of this License by any failure of the other party upon any one or more occasions to insist or to seek compliance with any such terms or conditions.

23. LEGAL ACTION; ARBITRATION.

19.1 This agreement is governed by Arizona law. In the event any legal proceeding is brought to construe any term or provision of this License, to enforce the terms of this License, to collect any money due, or to obtain any money damages or equitable relief for breach, the venue shall be Coconino County Superior Court or the District Court for the District of Arizona, and the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses.

19.2 If any dispute arises between the parties regarding the amount of construction permit fees and/or the Annual Fee owed to the City by the Licensee for its use of the public rights-of-ways within the License Area, the City shall establish a non-binding outside arbitration procedure to attempt to resolve disputes over the amount of such fees due before the dispute is submitted to a court for resolution. The arbitrator selected will be mutually agreeable to both parties, and each party will bear its own expenses.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WILLIAMS, ARIZONA, this ____ day of _____, 2022.

John Moore

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM ONLY:

Mangum, Wall, Stoops & Warden, PLLC
City Attorneys

ACCEPTANCE:

LICENSEE

By: _____

By: _____

Its: _____

By: _____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____,
2022, by _____.

Notary Public

My Commission Expires:

Electric Rates Current - Proposed

| Residential 4% | | Commercial 6% | | 6.00% | |
|-------------------------------------|--|-------------------------------------|--|------------------------------------|--|
| Residential | | Commercial | | Commercial | |
| Standard Rate (E-12) | | Standard Rate (E-12) | | Standard Rate (E-12) | |
| Current Rate | | Proposed Rates | | Current Bill | |
| Summer | | Summer | | kWh | |
| Monthly Charge | | Monthly Charge | | 743 | |
| First 400 kWh | | First 400 kWh | | \$7.96 | |
| Next 400 kWh | | Next 400 kWh | | \$8.28 | |
| All Additional kWh | | All Additional kWh | | \$0.32 | |
| Winter | | Winter | | kWh | |
| Monthly Charge | | Monthly Charge | | 743 | |
| First 400 kWh | | First 400 kWh | | \$8.28 | |
| Next 400 kWh | | Next 400 kWh | | \$0.32 | |
| All Additional kWh | | All Additional kWh | | \$0.32 | |
| Diff | | Diff | | \$1.48 | |
| 4.00% | | 4.00% | | \$1.76 | |
| Commercial | | Commercial | | Commercial | |
| Extra-Small General Service (E-31) | | Extra-Small General Service (E-31) | | Extra-Small General Service (E-31) | |
| Current Rate | | Proposed Rates | | Current Bill | |
| Summer | | Summer | | kWh | |
| Monthly Charge | | Monthly Charge | | 2516 | |
| First 2500 kWh | | First 2500 kWh | | \$13.26 | |
| Next 42000 kWh | | Next 42000 kWh | | \$14.06 | |
| All Additional kWh | | All Additional kWh | | \$0.80 | |
| Winter | | Winter | | kWh | |
| Monthly Charge | | Monthly Charge | | 2516 | |
| First 2500 kWh | | First 2500 kWh | | \$13.26 | |
| Next 42000 kWh | | Next 42000 kWh | | \$14.06 | |
| All Additional kWh | | All Additional kWh | | \$0.80 | |
| Diff | | Diff | | \$18.79 | |
| 6.00% | | 6.00% | | \$0.12 | |
| Commercial (cont'd) | | Commercial (cont'd) | | Commercial (cont'd) | |
| General Service (E-32) | | General Service (E-32) | | General Service (E-32) | |
| Current Rate | | Proposed Rates | | Current Bill | |
| Summer | | Summer | | kWh | |
| Monthly Charge | | Monthly Charge | | 2516 | |
| Demand, Each kW > 5 | | Demand, Each kW > 5 | | \$16.86 | |
| First 2500 kWh + (100 kWh * (kW-5)) | | First 2500 kWh + (100 kWh * (kW-5)) | | \$2.1816348 | |
| Next 42000 kWh | | Next 42000 kWh | | \$0.1252923 | |
| All Additional kWh | | All Additional kWh | | \$0.0865694 | |
| Winter | | Winter | | kWh | |
| Monthly Charge | | Monthly Charge | | 2516 | |
| Demand, Each kW > 5 | | Demand, Each kW > 5 | | \$16.86 | |
| First 2500 kWh + (100 kWh * (kW-5)) | | First 2500 kWh + (100 kWh * (kW-5)) | | \$2.1816348 | |
| Next 42000 kWh | | Next 42000 kWh | | \$0.1252923 | |
| All Additional kWh | | All Additional kWh | | \$0.0865694 | |
| Diff | | Diff | | \$17.87 | |
| 6.00% | | 6.00% | | \$0.11 | |

Electric Rates Current - Proposed

| General Service Extra Large (E-34) | |
|------------------------------------|------------|
| All Months | |
| Monthly Charge | \$2,732.67 |
| Demand | 13.202264 |
| Energy | 0.0416085 |
| | 6.00% |

| Rate Basis | |
|-----------------------------------|---------------|
| Electric Sales Revenue | \$4,628,000 |
| Other Revenues | \$397,000 |
| Total Operating Revenues | \$5,025,000 |
| Operating Expenses | (\$5,212,000) |
| Net Income/(Shortfall) | (\$187,000) |
| Percent of Sales Under Collection | -4.04% |

| | Scenario 1 | | Scenario 2 | | Scenario 3 | |
|--|------------|-----------|------------|-----------|------------|-----------|
| | % | \$ | % | \$ | % | \$ |
| Residential | 4.04% | \$48,013 | 2.00% | \$23,769 | 2.00% | \$23,769 |
| Commercial | 4.04% | \$138,958 | 5.00% | \$171,978 | 6.00% | \$206,373 |
| Total | | \$186,971 | | \$195,747 | | \$230,142 |
| Total Percent Increase in Sales Revenues | | 4.04% | | 4.23% | | 4.97% |

| | Scenario 1 | | Scenario 2 | | Scenario 3 | |
|--------------------|----------------|----------------------|----------------|---------|----------------|---------|
| | Proposed Rates | Current Bill kWh 743 | Proposed Rates | kWh 743 | Proposed Rates | kWh 743 |
| Summer | | | | | | |
| Monthly Charge | \$8.28 | \$7.96 | \$8.12 | \$8.12 | \$8.12 | \$8.12 |
| First 400 kWh | 0.0964687 | \$37.09 | 0.0945771 | \$37.83 | 0.0945771 | \$37.83 |
| Next 400 kWh | 0.1334446 | \$43.99 | 0.130828 | \$44.87 | 0.130828 | \$44.87 |
| All Additional kWh | 0.1551887 | \$89.04 | 0.152146 | \$90.82 | 0.152146 | \$90.82 |
| | | \$3.60 | | \$1.78 | | \$1.78 |
| Winter | | | | | | |
| Monthly Charge | \$8.28 | \$7.96 | \$8.12 | \$8.12 | \$8.12 | \$8.12 |
| First 400 kWh | 0.0966894 | \$37.17 | 0.094793 | \$37.92 | 0.094793 | \$37.92 |
| Next 400 kWh | 0.0966894 | \$31.88 | 0.094793 | \$32.51 | 0.094793 | \$32.51 |
| All Additional kWh | 0.0966894 | \$77.01 | 0.094793 | \$78.55 | 0.094793 | \$78.55 |
| | | \$3.11 | | \$1.54 | | \$1.54 |
| | 4.04% | 4.04% | | 2.00% | | 2.00% |

Electric Rates Current - Proposed

Commercial Extra-Small General Service (E-31)

Monthly Charge
First 2500 kWh
Next 42000 kWh
All Additional kWh

Summer
13.26
0.1252923
0.1252923
0.1252923

Proposed Rates
\$13.80
0.1303541
0.1303541
0.1303541

kWh
2516
\$13.26
\$13.23
\$2.00

Diff
\$0.54
\$12.65
\$0.08

Proposed Rates
\$14.06
0.13281
0.13281
0.13281

kWh
2516
\$14.06
\$332.02
\$2.12

Diff
\$0.80
\$18.79
\$0.12

Monthly Charge
First 2500 kWh
Next 42000 kWh
All Additional kWh

Winter
13.26
0.1130919
0.1130919
0.1130919

Proposed Rates
\$13.80
0.1176608
0.1176608
0.1176608

kWh
2516
\$13.80
\$294.15
\$1.88

Diff
\$0.54
\$11.42
\$0.07

Proposed Rates
\$14.06
0.119877
0.119877
0.119877

kWh
2516
\$14.06
\$299.69
\$1.92

Diff
\$0.80
\$16.96
\$0.11

Commercial (cont'd) General Service (E-32)

Monthly Charge
Demand, Each kW > 5
First 2500 kWh + (100 kWh*(kW-5))
Next 42000 kWh
All Additional kWh

Summer
15.91
2.058146
0.1252923
0.0865694
0.055379

Proposed Rates
\$16.55
2.1412951
0.1303541
0.0900668
0.0576163

kWh
2516
\$16.55
\$297.80
\$309.83

Diff
\$0.64
\$0.84
\$0.09
\$12.03

Proposed Rates
\$16.71
2.161053
0.131557
0.090898
0.058148

kWh
2516
\$16.71
\$312.69
\$315.67

Diff
\$0.16
\$0.28
\$0.17
\$17.87

Monthly Charge
Demand, Each kW > 5
First 2500 kWh + (100 kWh*(kW-5))
Next 42000 kWh
All Additional kWh

Winter
15.91
1.867184
0.1130919
0.0779762
0.0497562

Proposed Rates
\$16.55
1.9426182
0.1176608
0.0811264
0.0517664

kWh
2516
\$16.55
\$297.80
\$309.83

Diff
\$0.64
\$0.84
\$0.09
\$12.03

Proposed Rates
\$16.71
1.960543
0.118746
0.081875
0.052244

kWh
2516
\$16.71
\$312.69
\$315.67

Diff
\$0.16
\$0.28
\$0.17
\$17.87

General Service Extra Large (E-34)

Monthly Charge
Demand
Energy

All Months
2577.99
12.454966
0.0392533

Proposed Rates
\$2,682.14
12.958147
0.0408391

kWh
2516
\$2,682.14
\$3,041.60

Diff
\$156.75
\$503.82
\$0.04748

Proposed Rates
\$2,732.67
13.20226
0.041608

kWh
2516
\$2,732.67
\$3,041.60

Diff
\$50.53
\$0.00
\$0.00

Staff Report

To: City Council

From: Tim Pettit

Date: April 12, 2022

Subject: Modification to Sweetwater well per Pat Carpenter



Background: Pat is recommending modification to Sweetwater Well, his report is attached

Fiscal Impact: \$52,410.00



Utilities Operation & Management

Sweetwater Well Project

Hi Tim,

After completing the most recent video of the Sweetwater Well and consulting with Scott Martin, this is the recommendation I have for the City. Because of the smaller borehole at the bottom of the well, I have some concerns about putting the equipment from the Rodeo Well into Sweetwater. The bore hole is 6 1/4" and the O.D. of the pumping equipment is 5 7/8" this doesn't leave much room to play with.

We can go with 4.5" equipment, this will deliver ~ 150 gpm to test pump the well. This will be an additional cost to the City, but I believe this approach might reduce some of the risk going into this uncharted hole.

I believe the equipment from the Rodeo Well will go into the well, but as always there are no guarantees with any of this.

We know the Rodeo equipment is good and would serve as emergency backup equipment for any of the other wells.

If you would like to set a meeting with Council to discuss this I would be happy to come and talk to the Council.

I have sent you a cost for the 4.5" equipment please share this with the Council.

Thank you,

Pat

Applied Ingenuity, LLC.
14920 Harvest Road
Brighton, Co 80603
Ph. (303) 289-2280 Fax (303) 289-1026

Scope of Work and Proposal

Attn: Mr. Pat Carpenter
Date: April 11, 2022
Project: New Well Test Pump
From: Scott Martin, Applied Ingenuity. LLC

Thank you for asking *Applied Ingenuity* to provide you with this proposal for equipping your well.

Scope of Work: *Applied Ingenuity* proposes the following scope of work and equipment for this project. The both pumps were sized for 150 GPM and 3500' TDH

Furnish the following equipment:

Centrilift
Pump.....New Tandem 4" 144 Stage P60 (NON NSF)
Seal.....Used Reconditioned 4" FSB3 (NON NSF)
Motor.....Used Reconditioned 264 HP 2875 V. 59 Amp (NON NSF)
Motor Lead.....New Centrilink 12 70' MLE (NON NSF)
Cable.....400' #4 Flat Galvanized Armour
Swedge.....2 7/8" EUE x 3 1/2" EUE

Lump Sum, Materials: \$52,410

Summit

Pump.....New Triple Tandem 4" 156 Stage SF4300 (NON NSF)
Seal.....New 4" BSBSL (NON NSF)
Motor.....New 4.56" 240 HP 3040 V. 56 Amp (NON NSF)
Motor Lead.....New Tape In 110' MLE (NON NSF)
Cable.....400' #4 Flat Galvanized Armour

Lump Sum, Materials: \$96,513

Terms and Conditions of Purchase

Freight: Will be added to equipment pricing if applicable.

Taxes: No Federal, State or local use or sales taxes are included. These will be added where applicable at the time of invoicing.

Delays: *Applied Ingenuity* shall be liable for no penalty, charge or cost for delays in performance by Applied Ingenuity caused by weather, acts of God, shortage of materials or labor, strikes or circumstances outside the control of *Applied Ingenuity*.

Warranty: *Applied Ingenuity* shall extend the manufacturers normal warranty and shall not be liable for any charges and/or expenses beyond the normal warranty extended by the manufacturer.

Payment: Payment terms are net 30 days from date of invoice. Retainage is not allowed. A service charge of **2% PER MONTH (24% PER ANNUM)** shall be added on any past due accounts and if the account is not paid when due the buyer agrees to pay all reasonable costs of collection. Payment to *Applied Ingenuity* is not contingent on other payments to Purchaser by other third parties or upon any other thing or event other than receipt of the equipment.

Conditional Proposal: The proposal is conditioned upon *Applied Ingenuity* receiving written notice of its acceptance within 30 days from the date of the offer.

Bonding: Performance Bonding has not been included in the Purchase Order Agreement.

Attorneys Fees: In the event of a default under or breach of the terms of this contract, the defaulting party shall pay the non-defaulting party all costs incurred in enforcing the terms of this agreement, including court costs and attorneys fees in a reasonable amount and including all costs of arbitration, if any, all fees and costs of arbitrators, all costs of discovery and depositions and copies, expert witness fees, travel expenses and any other cost or expense of litigation.

Thank you for the opportunity to quote this project. If *Applied Ingenuity, LLC* is selected for this work, please sign below, and return to *Applied Ingenuity, LLC* with your purchase order.

Accepted by:

Date

