

CITY OF WILLIAMS CITY COUNCIL

**REGULAR MEETING
OCTOBER 13, 2022
7:00 P.M.**

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

AGENDA

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, OCTOBER 13, 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 September 22, 2022
- E. Adopt Agenda

II. PRESENTATIONS – Heather Herman from Front Burner Media to discuss marketing update, tourism grant scope of work, and budget.

Tom Dauenhauer of the Kaibab Forest Service is here to present updates on the timber sales and Holden area.

Matt Ryan is here to present the jail tax that is going to be on the November ballot.

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

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
OCTOBER 13, 2022
7:00 P.M.**

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

AGENDA

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.

IV. CONSENT AGENDA ITEMS –

- A. Approval of Purchase Orders

V. NON-CONSENT AGENDA ITEMS

- B. Council will hear its second reading of Ordinance No 994 regarding shopping carts.
- C. Council will hear the reading of Ordinance No 995 regarding Short-term rental and declare it an emergency.
- D. Council will hear its first reading of Ordinance No 996 regarding Implementing a program to mitigate rates for the deployment of emergency/non-emergency services by the Fire Department.
- E. Consideration and action with hiring a Fire Chief for the city.

VI. REPORTS, CURRENT EVENTS, AND INFORMATION ITEMS

Mayor and Council

Staff

VII. ADJOURN

CITY OF WILLIAMS CITY COUNCIL

**ANNOTATED MINUTES
AGENDA ITEM**

PAGE 1

**SEPTEMBER 22, 2022
COUNCIL ACTION**

I. PROCEDURES

A. Call to Order 7:00 PM

Mayor Moore called the meeting to order, and Kerry-Lynn Moede provided the invocation.

B. Roll Call

Present: Mayor Moore, Vice Mayor Dent, Councilmember Craig Fritsinger, Councilmember Bernie Hiemenz, and Councilmember Frank McNelly.

Absent: Councilmember Mike Cowen and Councilmember Lee Payne. Present City Staff, City Manager Tim Pettit, Finance Director Mike Prins, Police Chief Tad Wygal, Public Works Director Aaron Anderson, and City Clerk/HR Director Pamela Galvan.

C. Approval of Minutes for September 8, 2022.

Motion: *To approve the Minutes for September 8, 2022.*

Action: *Approved*

Moved by *Councilmember Fritsinger, Seconded by Councilmember Hiemenz*

Motion passed unanimously.

D. Adopt Agenda

Motion: *To approve the agenda as presented.*

Action: *Adopted*

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

Motion passed unanimously.

II. PRESENTATIONS – None

III. PUBLIC PARTICIPATION – Andrea Dunn thanked Council for allowing the pool to remain open longer this year.

IV. CONSENT AGENDA ITEMS – Councilmember Fritsinger asked what SCADA is. City Manager Pettit informed the council that it is an electronic notification to employees, directly on their phones, regarding equipment issues.

A. Approval of Purchase Orders.

CITY OF WILLIAMS CITY COUNCIL

ANNOTATED MINUTES
AGENDA ITEM

PAGE 2

SEPTEMBER 22, 2022
COUNCIL ACTION

Motion: To approve the consent agenda items as presented.

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

Motion passed unanimously

V. NON-CONSENT AGENDA ITEMS

C. Council will hear its first reading of Ordinance No 994 regarding shopping carts.

The City Clerk provided the first reading of Ordinance No 994 by number and title.

D. Consideration and action with a vacation right-of-way.

City Manager Tim Pettit briefed Council on Pat and Tammara Dora's request that the Right of Way be vacated, allowing the Doras to design a more comprehensive extension to their RV Park. Vacating this ROW would still require primary utility easements where needed or required per development procedures and provide secondary access to the City of Williams Standards. The request was submitted to the Planning & Zoning Commission on September 15, 2022, and was approved unanimously. If the Vacation of this City ROW is approved, the Dora's must pay \$25,807.86 prior to executing the vacation of this Right of Way.

Motion: To approve the vacation right-of-way with the proper collection of \$25,807.86.

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

Motion passed unanimously

VI. REPORTS, CURRENT EVENTS, AND INFORMATION ITEMS

Mayor and Council – Mayor Moore stated that the town is still very busy. Mayor asked City Manager Pettit to introduce our new Finance Director; Mike Prins.

Councilmember McNelly asked if the city could post our position against the mining on Bill Williams on our website.

Staff – None

VII. ADJOURN 7:10 PM

CITY OF WILLIAMS CITY COUNCIL

**ANNOTATED MINUTES
AGENDA ITEM**

PAGE 3

**SEPTEMBER 22, 2022
COUNCIL ACTION**

Mayor John W. Moore

ATTEST:

City Clerk Pamela Galvan

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 September 22, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

Dated this 23th day of September 2022.

City Clerk Pamela Galvan

Purchase Order

P. O. Number: 420

City of Williams
113 S First St
Williams AZ 86046

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



To: 13303

TECHNOLOGY PROVIDERS, INC
2020 W GUADALUPE RD. STE #1
GILBERT AZ 85233

Ship to:

CITY OF WILLIAMS
113 S FIRST ST
WILLIAMS AZ 86046

P. O. Date	Created By	Requested By	Department	Approved By	Req Number
09/20/2022	kayhill		810 - MAYOR & COU		0

Quantity	Description	Activity No.	Unit Price	Total
1.00	EQUIPMENT/SYS COMPONENTS	01-810-7055.000	17,993.20	17,993.20
1.00	CREDIT	01-810-7055.000	5,551.52 CR	5,551.52 CR
SHIPPING / HANDLING				266.24
SALES TAX				1,234.34
TOTAL PO AMOUNT				13,942.26

Notes:

Authorized Signature

**City of Williams, Arizona
Requisition Form**

Date: Sept. 19, 22	Requested by:	City Department: Admin
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P.O. #	Vendor #	
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Vendor Name & Address:
**TPI Technology Providers 2020 W. Guadalupe Rd #1
 Gilbert, AZ 85233**

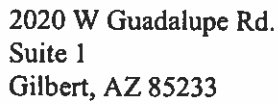
<input checked="" type="checkbox"/> Check Here if a PO is required	<input type="checkbox"/> Check Here if this is a New Vendor (if so, please attach W-9 & certificate of insurance)
--	---

<input checked="" type="checkbox"/> Check Here if this Purchase Exceeds \$10,000	City Council Approval Date:
--	-----------------------------

Item Requested	QTY	Account Number	Cost Per Unit	Total Cost
Equipment & Components		01-810-7055	17,993.²⁰	\$ 17,993.²⁰
Audio/Visual				\$ -5,551.⁵²
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

NOTES:	FREIGHT	\$ 266.²⁴
	TAX	\$ 1,234.³⁴
	TOTAL	\$ 13,942.²⁶

Department Head Approval	Finance Approval	City Manager Approval



Date	Invoice #
9/16/2022	52330

Ship To
City of Williams 113 S. 1st Street Williams, AZ 86046

[illegible]

Balance Due	\$13,942.26
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TPI / PBS

2020 W Guadalupe Rd
Suite 1
Gilbert, AZ 85233

Credit Memo

Date	Credit No.
9/26/2022	52363

Customer
City of Williams 113 S. 1st Street Williams, AZ 86046

P.O. No.	Project
Signed Proposal	COW22000 - Counc...

Description	Qty	Rate	Amount
System Components	-0.4672	11,130.13699	-5,200.00T
Materials	0	309.53	0.00T
Project Management	0	2,860.00	0.00T
Systems Engineering and CAD Drawings	0	2,530.00	0.00T
Control system programming services	0	4,800.00	0.00T
Rack Assembly Labor	0	675.00	0.00T
Field Installation Labor	0	10,154.34	0.00T
User Training	0	328.00	0.00T
Shipping & Handling	0	569.87	0.00T
TPI Lodging & Transportation	0	6,285.33	0.00T

Please Remit To; 2020 W Guadalupe Rd, Ste 1, Gilbert, AZ 85233. Send questions to
accounting@tpi.cc

Subtotal	- \$5,200.00
Sales Tax (6.76%)	- \$351.52
Total	- \$5,551.52
Invoices	\$0.00
Balance Credit	- \$5,551.52

City of Williams, Arizona Requisition Form

Date: Sept. 19, '22

Requested by: P. Galvan

City Department: Actmen

P.O. #

Vendor #

Vendor Name & Address: 2020 W. Guadalupe Rd, #1, Gilbert, AZ
TPI Technology Providers Inc. 85233

☒ Check Here if a P.O. is required☐ Check Here if this is a New Vendor (if so, please attach W-9 & certificate of insurance)☒ Check Here if this Purchase Exceeds \$10,000

City Council Approval Date: _____

City Council Approval Date:				
Item Requested	QTY	Account Number	Cost Per Unit	Total Cost
Equipment/Sys Components		01810-7055		\$ 17,493.20
Freight / S/H		01810-7055		\$ 266.44
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ 18,259.44
NOTES:			FREIGHT	\$ -
			TAX	\$ 1,234.31
			TOTAL	\$ 19,493.75


NOTES:					

FREIGHT	\$	-
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TAX	\$ 1,234 34
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TOTAL	\$ 19,493.78
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Department Head Approval



Finance Approval

City Manager Approval

**Technology Providers Inc**

2020 W Guadalupe Rd.
Suite 1
Gilbert, AZ 85233

Invoice

Date	Invoice #
9/16/2022	52330

Bill To
City of Williams 113 S. 1st Street Williams, AZ 86046

Ship To
City of Williams 113 S. 1st Street Williams, AZ 86046

P.O. No.	Project	Terms	Due Date
Signed Proposal	COW22000 - Council Chambers Enhancement	Net 30	10/16/2022

Item	Description	Quantity	Rate	Amount
Equipment	System Components	0.4672	38,513.11	17,993.20T
Freight	Shipping & Handling	0.4672	569.87	266.24T

GL Acct #
01-810-7055
Dept Head Signature
Signature Date
Sept 19, 22

Please Remit To; 2020 W Guadalupe Rd. Ste 1, Gilbert, AZ 85233. Send questions to accounting@tpi.cc

Subtotal	\$18,259.44
Sales Tax (6.76%)	\$1,234.34
Total	\$19,493.78
Payments/Credits	\$0.00
Balance Due	\$19,493.78

Accounts with past due balance are subject to a 1.5% per month late charge.
Returned goods will be subject to a 20% restocking fee

Phone #	480-857-0099	Fax #	480-857-2288
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SEPTEMBER INVENTORY

Manufacturer	Model
AVer	CAM520 PRO2
C2G	28103 (Qty 2)
Chief Manufacturing	XTM1U
Chief Manufacturing	XTM1U (Qty 2)
Covid	QT-0103246 (Qty 2)
Crestron	DM-8G-CONN-WG-100
Crestron	DM-CBL-8G-P-SP1000
D-Link	DES-1018MPV2
Extron	DTP HDMI 4K 230 Rx
Extron	DTP HDMI 4K 230 Rx
Extron	DTP HDMI 4K 230 Rx
Extron	DTP HDMI 4K 230 Rx
Extron	DTP HDMI 4K 230 Rx
Extron	DTP HDMI 4K 230 Tx
Extron	DTP HDMI 4K 230 Tx
Extron	HDMI Ultra/15 (Qty 2)
Extron	HDMI Ultra/15 (Qty 2)
Extron	HDMI Ultra/6 (Qty 7)
Extron	HDMI Ultra/6 (Qty 8)
Extron	HDMI Ultra/6
Extron	IN1804
Extron	SB 33 A 75-80
Extron	SMK V SB 33 Plus
Global Cache	IP2SL-P
Global Cache	IP2SL-P
Global Cache	IP2SL-P
Icron	Ranger 2301
Middle Atlantic	PD-920R
QSC	Core-110f
QSC	TSC-710t-G3
West Penn	25291BBK1000

Description

Pro PTZ USB Video Conferencing Camera with 18x Zoom; PoE

3M USB 2.0 A/B CBL BLK

Micro-Adjust Tilt Wall Mount, X-Large

Micro-Adjust Tilt Wall Mount, X-Large

Custom 2 Gang Mic Input Wall Plate

DigitalMedia 8G Cable Connector with Wire Guide - 100-Pack

8G DigitalMedia Cable 1000ft spool - Plenum

18 PORT Unamanged network Switch, 247 POE budget

HDMI Twisted Pair Receiver - 230 feet (70 m)

HDMI Twisted Pair Receiver - 230 feet (70 m)

HDMI Twisted Pair Receiver - 230 feet (70 m)

HDMI Twisted Pair Receiver - 230 feet (70 m)

HDMI Twisted Pair Receiver - 230 feet (70 m)

HDMI Twisted Pair Transmitter - 230 feet (70 m)

HDMI Twisted Pair Transmitter - 230 feet (70 m)

4K High Speed HDMI Ultra-Flexible Cable - 15 ft (4.5 m)

4K High Speed HDMI Ultra-Flexible Cable - 15 ft (4.5 m)

4K Premium High Speed HDMI Ultra-Flexible Cable - 6 ft (1.8 m)

4K Premium High Speed HDMI Ultra-Flexible Cable - 6 ft (1.8 m)

4K Premium High Speed HDMI Ultra-Flexible Cable - 6 ft (1.8 m)

Four Input 4K/60 Scaler

Adjustable Width Sound Bar for 75in to 80in Displays

SB 33 Series VESA Mounting Kit

iTach TCP/IP to Serial Converter with Power Over Ethernet (PoE) - Connects RS232 Control Devices to

iTach TCP/IP to Serial Converter with Power Over Ethernet (PoE) - Connects RS232 Control Devices to

iTach TCP/IP to Serial Converter with Power Over Ethernet (PoE) - Connects RS232 Control Devices to

USB 2.0 Ranger 2301 single port

90TLT,20A,RKMT PWR,WSRG

THIS ITEM WAS RECEIVED IN ERROR, REMOVED FROM BILLING VIA CREDIT MEMO #52363

Table top mounting accessory for TSC-70W-G3 and TSC-101W-G3.

Microphone cable, Shielded, Plenum, Black, 1000ft

Part ID	Category	Item Type	Qty	MSRP	Extended MSRP
COM520PR2	Camera	Camera	1	\$999.99	\$999.99
28103	Cable	USB	2	\$3.97	\$7.94
XTM1U	Mounting Hardware	Flat Panel Mount	1	\$345.80	\$345.80
XTM1U	Mounting Hardware	Flat Panel Mount	2	\$345.80	\$691.60
QT-0103246	Interface	Wall Plate	2	\$70.13	\$140.26
6506749	Connector	Connector	1	\$366.67	\$366.67
6506541	Cable	Network	1	\$880.00	\$880.00
DES-1018MPV2	Network	Unmanaged Switch	1	\$325.99	\$325.99
60-1271-13	Video	Interface	1	\$380.00	\$380.00
60-1271-13	Video	Interface	1	\$380.00	\$380.00
60-1271-13	Video	Interface	1	\$380.00	\$380.00
60-1271-13	Video	Interface	1	\$380.00	\$380.00
60-1271-13	Video	Interface	1	\$380.00	\$380.00
60-1271-12	Twisted Pair	Transmitter	1	\$306.00	\$306.00
60-1271-12	Twisted Pair	Transmitter	1	\$255.43	\$255.43
26-663-15	Cable	Video	2	\$124.00	\$248.00
26-663-15	Cable	Video	2	\$82.67	\$165.34
26-754-06	Cable	Video	7	\$57.33	\$401.31
26-754-06	Cable	Video	8	\$86.00	\$688.00
26-754-06	Cable	Video	1	\$57.33	\$57.33
60-1699-11	Video	Switcher	1	\$2,306.67	\$2,306.67
60-1737-14	Speaker	Loudspeaker, soundbar	1	\$1,006.67	\$1,006.67
70-1192-02	Mounting Hardware	Accessory	1	\$130.67	\$130.67
IP2SL-P	Control System	Transmitter	1	\$180.70	\$180.70
IP2SL-P	Control System	Transmitter	1	\$180.70	\$180.70
IP2SL-P	Control System	Transmitter	1	\$180.70	\$180.70
Ranger 2301	Network	Accessory	1	\$317.50	\$317.50
PD-920R	Power Control	Power Strip	1	\$229.00	\$229.00
Core-110f	Processor	Processor	1	\$5,200.00	\$5,200.00
TSC-710t-G3	Control System	Accessory	1	\$353.33	\$353.33
25291BBK1000	Cable	Microphone	1	\$127.60	\$127.60

\$16,420.65 \$17,993.20

\$ (5,200.00) \$ (5,200.00)

\$11,220.65 \$12,793.20

Serial Num	Project Name
5311543300271	Williams AZ Council Chambers enhancement INT
n/a	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
TROK113000793	Williams AZ Council Chambers enhancement INT
A2NJRE9	Williams AZ Council Chambers enhancement INT
A2NJR9W	Williams AZ Council Chambers enhancement INT
A2NJRE1	Williams AZ Council Chambers enhancement INT
A2NJREV	Williams AZ Council Chambers enhancement INT
A2NJRDY	Williams AZ Council Chambers enhancement INT
A2MFPDU	Williams AZ Council Chambers enhancement INT
A24YK2P	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
A2N9T8C	Williams AZ Council Chambers enhancement INT
A2HWUNH	Williams AZ Council Chambers enhancement INT
A2D9M8R	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT
n/a	Williams AZ Council Chambers enhancement INT
C4318005Z	Williams AZ Council Chambers enhancement INT
14TW2218L00976	Williams AZ Council Chambers enhancement INT
N/A	Williams AZ Council Chambers enhancement INT

Section	PO Num	Arrived	Location
Council Chambers <:> Video	SMG0229BD	2022-09-07	E1
Council Chambers <:> Video	LEG0895BD	2022-09-06	E1
Overflow Room <:> Video	LEG0895BD	2022-09-07	WH:1B
Council Chambers <:> Video	LEG0895BD	2022-09-07	WH:1B
Council Chambers <:> Audio	COV1246BD	2022-09-12	E1
Common Items	CRE1716BD	2022-09-07	E1
Common Items	CRE1716BD	2022-09-07	E2
Council Chambers <:> Control	ALMO0933BD	2022-09-06	E1
Council Chambers <:> Video	EXT2332BD	2022-09-07	E1
Overflow Room <:> Video	EXT2332BD	2022-09-07	E1
Council Chambers <:> Video	EXT2332BD	2022-09-07	E1
Council Chambers <:> Video	EXT2332BD	2022-09-07	E1
Council Chambers <:> Video	EXT2332BD	2022-09-07	E1
Council Chambers <:> Video	EXT2312BD	2022-07-29	GEN 4
Council Chambers <:> Video	EXT2044BD	2020-11-11	GEN 4
Council Chambers <:> Video	EXT2332BD	2022-09-07	E1
Council Chambers <:> Video	EXT2332BD	2022-09-07	E1
Council Chambers <:> Video	EXT2332BD	2022-09-07	E1
Council Chambers <:> Video	EXT2332BD	2022-09-07	E1
Overflow Room <:> Video	EXT2332BD	2022-09-07	E1
Council Chambers <:> Video	EXT2332BD	2022-09-14	E1
Overflow Room <:> Audio	EXT2332BD	2022-09-06	E6
Overflow Room <:> Audio	EXT2332BD	2022-09-06	E6
Council Chambers <:> Control	BTX0248BD	2022-09-13	E1
Overflow Room <:> Video	BTX0248BD	2022-09-13	E1
Council Chambers <:> Control	BTX0248BD	2022-09-13	E1
Council Chambers <:> Control	SMG0167BD	2021-06-04	GEN 11
Council Chambers <:> Equipment Racks	LEG0895BD	2022-09-07	E1
Council Chambers <:> Audio		2022-08-19	GEN 4
Council Chambers <:> Control	QSC0437BD	2022-09-15	E1
Common Items	WPN0224BD	2022-09-02	WH:1B

Purchase Order

P. O. Number: 423

City of Williams
113 S First St
Williams AZ 86046

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



To: 2285

THATCHER COMPANY
6321 SOUTH RAINBOW ROAD
BUCKEYE AZ 85326

Ship to:

CITY OF WILLIAMS
113 S FIRST ST
WILLIAMS AZ 86046

P. O. Date	Created By	Requested By	Department	Approved By	Req Number
09/21/2022	kayhill		600 - WATER		0

Quantity	Description	Activity No.	Unit Price	Total
1.00	T-FLOC B-41 # BULK	60-000-4330.000	11,104.90	11,104.90
SHIPPING / HANDLING				
SALES TAX				855.03
TOTAL PO AMOUNT				11,959.93

Notes:

Authorized Signature

**Thatcher Company, Inc.**1905 Fortune Road
Salt Lake City UT 84104
United States
801-972-4587**INVOICE****Invoice Number**

2022100122624

Delivery Date

Sep 8, 2022

Due Date

Oct 7, 2022

To pay

USD 11,959.93

Payer

C3453 Williams, City Of

Invoice AddressWilliams, City Of
113 S 1st St
Williams AZ 86046-2549
United States**Payment Terms**Net 30 days from Shipment
Date**Discount Terms****Delivery Number (BOL)**

86976

Requested Delivery Date

Sep 1, 2022

Delivery TermsFOB Dest, Freight Prepaid &
Add**Delivery Method**

Road transport

Customer

C3453 Williams, City Of

Delivery AddressWilliams, City Of
Water Treatment Plant
800 S 6th St
Williams AZ 86046-2804
United States**Customer Contact**

James

Thatcher CSR

Christina Robertson

Customer Order Number

3000047284

Order Date

Aug 19, 2022

Customer PO Number

OPEN PO

Account Manager

Jeff Zidek

Item Number	Name	Invoice Quantity	Order U/M	Sales Price Qty	Sales price	Sales Price U/M	Amount
2485000	T-Floc B-41 - 1 # BULK	13050.000	LB	13,050	\$0.6300	LB	\$8,221.50
	Lot number 2209071112	13,000 LB					
	Lot number 2209071112-1	50 LB					
	WSHBLK Container washout - bulk			Charge per Quantity \$250.00			\$250.00
FRT001	Freight Charge						\$2,310.00
FRTFSC	FSC Charge						\$323.40

Items Total USD \$8,221.50

Charges Total USD \$2,883.40

Order Total USD \$11,104.90

Sales Tax USD \$855.03

Invoice Total USD \$11,959.93

To pay USD**\$11,959.93**

10.423

Invoice Date	GL Period
9/8/22	9/22
Payment Date	Amount
10/1/22	11959.93
FIN	CM

Lockbox Remittance Address:
LB 1106
Thatcher Company, Inc.
PO Box 35146
Seattle, WA 98124-5146

GL Acct #
60-4330
Dept Head Signature
<i>HA</i>
Signature Date
9-20-22

Purchase Order

P. O. Number: 425

City of Williams
113 S First St
Williams AZ 86046

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



To: 6700

HOMCO LUMBER & HARDWARE
1763 E BUTLER AVENUE
FLAGSTAFF AZ 86001

Ship to:

CITY OF WILLIAMS
113 S FIRST ST
WILLIAMS AZ 86046

P. O. Date	Created By	Requested By	Department	Approved By	Req Number
10/05/2022	kayhill		990 - SENIOR CENT		0

Quantity	Description	Activity No.	Unit Price	Total
1.00	SENIOR CENTER REMODEL	01-990-4480.000	16,033.88	16,033.88
SHIPPING / HANDLING				
SALES TAX				1,472.07
TOTAL PO AMOUNT				17,505.95

Notes:

Authorized Signature





HomCo Lumber & Hardware
1763 East Butler Avenue
Flagstaff AZ 86001
(928)779-6111
Fax: (928)779-0695

CUSTOMER COPY



ORDER

2208-C21626 R1 PAGE 1 OF 1

SOLD TO
CITY OF WILLIAMS ACCOUNTS PAYABLE 113 S. FIRST STREET WILLIAMS AZ 86046

SHIP TO
CITY OF WILLIAMS WILLIAMS SENIOR CENTER ACCOUNTS PAYABLE 850 W GRANT WILLIAMS AZ 86046 928 635-4451

PLEASE DELIVER WEDNESDAY 8/31 - CALL
DARRYL 928-963-1474

ACCT NO.	JOB
22350	0
ENTRY DATE	8/22/2022 9:37:55 AM
DELIVER ON	08/31/2022
BRANCH	1000
CUSTOMER PO#	SENIOR CENTER
STATION	B160
CASHIER	QUINLI
SALESPERSON	HOUSE
ORDER ENTRY	MARKS
MODIFIED BY	QUINLI

Item	Description	D	Ordered	Sold	Remain	UM	Price	Per	Amount
LP8	SMART STRAND 7/16X4X8' 8" OC SIDING		207		207	PC	2262.0000	MS	14,983.49
1416PT	4/4X4X16' PRIMED SMART TRIM		15		15	EA	3883.0000	MF	310.64
12Z	Z METAL 1/2" X 10'		20		20	EA	11.9900	EA	239.80
HW	9'X150' PERMA WRAP HOUSE WRAP		5		5	EA	99.9900	EA	499.95

HomCo Lumber & Hardware
**VERIFICATION
OF CHARGE SALE**

GL Acct #
01-992-4480.000
Dept Head Signature
Signature Date
8-25-22

Payment Method(s) Buyer: DARRYL DEAN

CST 9.181%

SubTotal	16,033.88
Sales Tax	1,472.07
Deposit	0.00

Please pay this
amount

17,505.95



Visit our website www.myhomco.com

Signature

Staff Report



To: City Council

From: Tim Pettit

Date: 10/11/2022

Subject: APS Emergency Pole Replacement-PO# 426

Background: Sixteen poles going up Bill Williams Mountain have been identified as damaged and need emergency replacement.

Fiscal Impact:

Estimated Total Project Funding: \$80,000

Council: 10/13/2022

Recommendation:

- City Staff has spoken with APS and out of 23 poles, 16 need emergency replacement, 3 of which are marginal poles
- 4800' of temporary wire to be installed
- This is a temporary fix with an over the ground lay direct burial wire
- Emergency replacement wire will prevent fires from starting

Purchase Order

P. O. Number: 426

City of Williams
113 S First St
Williams AZ 86046

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



To: 2655

TREASURY OPERATIONS
ARIZONA PUBLIC SERVICE
STATION 9996
P.O. BOX 53920
PHOENIX AZ 85072-3920

Ship to:

CITY OF WILLIAMS
113 S FIRST ST
WILLIAMS AZ 86046

P. O. Date	Created By	Requested By	Department	Approved By	Req Number
10/07/2022	kayhill		550 - ELECTRIC		0

Quantity	Description	Activity No.	Unit Price	Total
1.00	EMERGENCY SERVICES FOR BILL WIL 55-000-4480.000	0	80,000.00	80,000.00
SHIPPING / HANDLING				
SALES TAX				
TOTAL PO AMOUNT				80,000.00

Notes:

Authorized Signature

Purchase Order

P. O. Number: 427

City of Williams
113 S First St
Williams AZ 86046

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



To: 11375

& AFFILIATES
VULCAN MATERIALS COMPANY
LOCKBOX 55572
LOS ANGELES CA 90074-5572

Ship to:

CITY OF WILLIAMS
113 S FIRST ST
WILLIAMS AZ 86046

P. O. Date	Created By	Requested By	Department	Approved By	Req Number
10/07/2022	kayhill		100 - STREETS		0

Quantity	Description	Activity No.	Unit Price	Total
1.00	STREET MATERIALS	05-100-7128.000	24,495.85	24,495.85
SHIPPING / HANDLING				
SALES TAX				
TOTAL PO AMOUNT				24,495.85

Notes:

Authorized Signature

SHIP TO:

2022 VARIOUS LOCATIONS
2022 VARIOUS LOCATIONS
2022 VARIOUS LOCATIONS
2022 VARIOUS LOCATIONS
FLAGSTAFF, AZ 86004

SOLD TO:

**CITY OF WILLIAMS
113 S 1ST ST
WILLIAMS, AZ 86044**

INVOICE

RECEIVED
JUN 10 2022
CITY OF VILLAGE

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO:	141963-417703
INVOICE NO:	81021235
INVOICE DATE:	09/30/2022
INVOICE AMT:	24,495.85
ORDER:	522866
DUE DATE:	10/15/2022

WILLIAMS, AZ 86046-2549

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.										TAXES: ARIZONA COCONINO FLAGSTAFF		PERCENT: 5.60% 1.30% 2.28%		AMOUNT: 1,256.42 291.67 511.76		SALES TAX: 2,059.85 FEES:		TOTAL PRODUCT: 22,400.00 TOTAL FREIGHT: 0.00 TOTAL OTHER:		Pay this AMOUNT: \$24,495.85	
TOTAL QUANTITY: 200.00				TOTAL LOADS: 12.00				PO NUMBER		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS					
SALES REP				12801 Doug Stevens												NET15THPROX - Payable in full by the 15th of each month following month of shipment					
INVOICE #		INVOICE DATE		CUSTOMER NUMBER		LOCATION		ORDER		BILL OF LADING		FOB		PICKUP							
81021235		09/30/2022		141963-417703		5233-211		FLAGSTAFF HMA		522866											
TICKET DETAIL																					
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	AMOUNT				
09/27/2022	31646678	99COW242	BOB 10W BOB 10W	250613F ENV/FEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	16.02	112.00							L	1.00	3.00 1,794.24				
	31646679	99COW241	BOB 10W BOB 10W	250613F ENV/FEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	16.01	112.00							L	1.00	3.00 1,793.12				
	31646680	99COW243	TRI STR TRI STR	250613F ENV/FEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	20.20	112.00									3.00 2,262.40				
	31646681	99COW244	TRI STR TRI STR	250613F ENV/FEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	15.00	112.00									3.00 1,680.00				
	31646683	99COW242	BOB 10W BOB 10W	250613F ENV/FEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	16.03	112.00							L	1.00	3.00 1,795.36				
	31646684	99COW243	TRI STR TRI STR	250613F ENV/FEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	20.04	112.00									3.00 2,244.48				
	31646685	99COW241	BOB 10W BOB 10W	250613F ENV/FEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	16.01	112.00							L	1.00	3.00 1,793.12				
	31646686	99COW244	TRI STR TRI STR	250613F ENV/FEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	16.09	112.00							L	1.00	3.00 1,802.08				
	31646687	99GEN01	BOB 10W BOB 10W	250613F ENV/FEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	15.96	112.00							L	1.00	3.00 1,787.52				



INVOICE #	INVOICE DATE	CUSTOMER NUMBER
81021235	09/30/2022	141963-417703

TICKET DETAIL																		
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	FREIGHT			ADDED CHARGES		AMOUNT	
09/27/2022	31646688	99COW242	BOB 10W BOB 10W	250613F ENVFEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	16.03	112.00							L	1.00	3.00	1,795.36 3.00
	31646689	99COW243	TRI STR TRI STR	250613F ENVFEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	19.46	112.00							L	1.00	3.00	2,179.52 3.00
	31646691	99COW241	BOB 10W BOB 10W	250613F ENVFEE	3/4" City of Flagstaff RAP Environmental Fee -Agg & Asphalt	T	13.15	112.00							L	1.00	3.00	1,472.80 3.00

GL Acct #	
Dept Head Signature	
Signature Date	

Invoice Date	GL Period
9/30/22	9/22
Payment Date	Amount
10/22/22	2449585
FIN	CM

GL Acct #
Dept Head Signature
Signature Date

Invoice Date	GL Period
9/30/22	9/22
Payment Date	Amount
10/22/22	2449585
FIN	CM

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

Vulcan Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railroad Ave
FLAGSTAFF, AZ 86004
928-526-5250

DANGER



PELIGRO

Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> or by calling 1-866-401-5424

No usar hasta que la información de seguridad presentada en la Ficha de Datos de Seguridad (SDS) haya sido completamente leída y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor información sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una versión de SDS electrónica está disponible en <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> o llamando al 1-866-401-5424

RECEIVED BY:		CUSTOMER/CONSIGNEE	
X DRIVER			
DATE 9/27/2022	TIME 6:20AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646678
Vincent Jim			

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, **SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.**

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CUSTOMER PURCHASE ORDER:		QUOTE CONTRACT:	
CITY OF WILLIAMS					
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP	
		2022 VARIOUS LOCATIONS		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES	
		2022 VARIOUS LOCATIONS			
PRODUCT: 250613F		3/4" City of Flagstaff RAP			
COMMENTS:					
TRUCK 99COW242		CITY OF WILLIAMS - 242		CARRIER W089	
LICENSE		TEN WHEELER/BOBTAIL-10		CUSTOMER PICKED UP	
FREIGHT TYPE I		AXLES 0		TRAILER ID NO	
				TARE DATE 09/27/2022 TARE EXPIRE 09/27/2022	
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY
57,980	25,940	32,040	16.02	15.02	1
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT
26,299	11,766	14,533	14.53	14.53	12:00 am
GROSS LEGAL WT					
58,000					
CASH SALE PER TON	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

1 Weight, * Manual F.

Vulcan

Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railhead Ave
FLAGSTAFF, AZ 86004
928-526-5250

DANGER



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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE:	
DATE 9/27/2022	TIME 6:23AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646679
Vincent Jim			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
CITY OF WILLIAMS					
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP	
		2022 VARIOUS LOCATIONS		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES	
		2022 VARIOUS LOCATIONS			
PRODUCT: 250613F		3/4" City of Flagstaff RAP			
COMMENTS:					
TRUCK 99COW241		CITY OF WILLIAMS - 241		CARRIER W089	
LICENSE		SUPER10-13		CUSTOMER PICKED UP	
FREIGHT TYPE I		AXLES 0		TRAILER ID NO	
				TARE DATE 09/27/2022	
				TARE EXPIRE 09/27/2022	
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY
56,500 °	24,480 °	32,020 °	16.01	32.03	2
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT
25,628	11,104	14,524	14.52	29.06	12:00 am
GROSS LEGAL WT					
56,500					
OUT OF PLANT					
6:23AM					
CASH SALE PER TON	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
TOTAL	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME
FREIGHT TIME REPORT					

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

! Weight, ° Manual P.T.

Vulcan

Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railhead Ave
FLAGSTAFF, AZ 86004
928-526-5250

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 9/27/2022	TIME 6:26AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646680
Vincent Jim			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CITY OF WILLIAMS		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES			
PRODUCT: 250613F		3/4" City of Flagstaff RAP					
COMMENTS:							
TRUCK LICENSE 99COW243		CITY OF WILLIAMS SUPER16-21		CARRIER W089		CUSTOMER PICKED UP	
FREIGHT TYPE L		AXLES 0		TRAILER ID NO		TRAILER ID NO	
TARE DATE		09/27/2022		TARE EXPIRE		09/27/2022	
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT	
71,400 m	31,000 *	40,400 m	20.20	52.23	3	72,000	
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT	
32,386	14,061	18,325	18.33	47.38	12:00 am	6:26AM	
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGES				
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES		COD TOTAL	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME		DELAY TIME	

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1 Weight, * Manual P.T.

Vulcan

Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railroad Ave
FLAGSTAFF, AZ 86004
928-526-5250

DANGER



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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 9/27/2022	TIME 8:05AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646683
Vincent Jim			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
CITY OF WILLIAMS					
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP	
		2022 VARIOUS LOCATIONS		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES	
		2022 VARIOUS LOCATIONS			
PRODUCT: 250613F		3/4" City of Flagstaff RAP			
COMMENTS:					
TRUCK 99COW242		CITY OF WILLIAMS - 242		CARRIER W089	
LICENSE		TEN WHEELER/BOBTAIL-10		CUSTOMER PICKED UP	
FREIGHT TYPE I		AXLES 0		TRAILER ID NO	
				TARE DATE 09/27/2022 TARE EXPIRE 09/27/2022	
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY
58,000 ^m	25,940 [*]	32,060 ^m	16.03	83.26	5
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT
26,308	11,766	14,542	14.54	75.53	12:00 am
GROSS LEGAL WT					
58,000					
CASH SALE PER TON	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

¹ Weight, * Manual P.T.

Vulcan Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railhead Ave
FLAGSTAFF, AZ 86004
928-526-5250

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 9/27/2022	TIME 8:19AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646684
Vincent Jim			

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CITY OF WILLIAMS		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES			
PRODUCT: 250613F 3/4" City of Flagstaff RAP		2022 VARIOUS LOCATIONS					
COMMENTS:							
TRUCK LICENSE 99COW243		CITY OF WILLIAMS SUPER16-21		CARRIER W089		CUSTOMER PICKED UP	
FREIGHT TYPE L		AXLES 0		TRAILER ID NO		TRAILER ID NO	
TARE DATE		09/27/2022		TARE EXPIRE		09/27/2022	
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT	
71,080 m	31,000 *	40,080 m	20.04	103.30	6	72,000	
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT	
32,241	14,061	18,180	18.18	93.71	12:00 am	8:19AM	
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGE				
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES		COD TOTAL	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME		DELAY TIME	

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

! Weight, * Manual P.T.

Vulcan Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railhead Ave
FLAGSTAFF, AZ 86004
928-526-5250

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 9/27/2022	TIME 8:28AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646685
Vincent Jim			

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, **SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.**

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CITY OF WILLIAMS		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES			
PRODUCT: 250613F		3/4" City of Flagstaff RAP					
COMMENTS:							
TRUCK LICENSE 99COW241		CITY OF WILLIAMS - 241		CARRIER W089		CUSTOMER PICKED UP	
FREIGHT TYPE I		SUPER10-13		TRAILER ID NO		TRAILER ID NO	
GROSS LBS (Scale 0)		TARE LBS (Scale 0)		NET LBS		TONS	
56,500		24,480		32,020		16.01	
GROSS KG		TARE KG		NET KG		TONS TODAY	
25,628		11,104		14,524		119.31	
CASH SALE PER TON		MATERIAL		HAUL		LOADS TODAY	
						7	
TOTAL		MATERIAL		HAUL		GROSS LEGAL WT	
						56,500	
FREIGHT TIME REPORT		ARRIVE JOB		START UNLOAD		FINISH UNLOAD	
						JOB TIME	
						DELAY TIME	

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

! Weight, * Manual P.T.

Vulcan

Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railhead Ave
FLAGSTAFF, AZ 86004
928-526-5250

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 9/27/2022	TIME 8:49AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646686
Vincent Jim			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
CITY OF WILLIAMS					
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP	
		2022 VARIOUS LOCATIONS		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES	
		2022 VARIOUS LOCATIONS			
PRODUCT: 250613F		3/4" City of Flagstaff RAP			
COMMENTS:					
TRUCK LICENSE 99COW244		CITY OF WILLIAMS - 244		CARRIER W089	
FREIGHT TYPE L		SUPER18-23		CUSTOMER PICKED UP	
		AXLES 0		TRAILER ID NO	
				TARE DATE 09/27/2022	
				TARE EXPIRE 09/27/2022	
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY
58,800 m	26,620 *	32,180 m	16.09	135.40	8
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT
26,671	12,075	14,597	14.60	122.83	12:00 am
GROSS LEGAL WT					
58,800					
OUT OF PLANT					
8:49AM					
CASH SALE PER TON	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

1 Weight, * Manual P.T.

Vulcan

Materials Company

CalMat Co.
FLAGSTAFF HMA
 5200 E Railhead Ave
 FLAGSTAFF, AZ 86004
 928-526-5250

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 9/27/2022	TIME 9:32AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646687
Vincent Jim			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
CITY OF WILLIAMS					
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP	
		2022 VARIOUS LOCATIONS		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES	
		2022 VARIOUS LOCATIONS			
PRODUCT: 250613F		3/4" City of Flagstaff RAP			
COMMENTS:					
TRUCK 99GEN01		C-GEN LLC		CARRIER W089	
LICENSE		TEN WHEELER/BOBTAIL-10		CUSTOMER PICKED UP	
FREIGHT TYPE I		AXLES 0		TRAILER ID NO	
				TARE DATE 09/27/2022	
				TARE EXPIRE 09/27/2022	
GROSS LBS (Scale U)	TARE LBS (Scale U)	NET LBS	TONS	TONS TODAY	LOADS TODAY
52,500 m	20,580 *	31,920 m	15.96	151.36	9
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT
23,814	9,335	14,479	14.48	137.31	12:00 am
GROSS LEGAL WT					OUT OF PLANT
					9:32AM
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGE		
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

1 Weight, * Manual P.T.

Vulcan Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railhead Ave
FLAGSTAFF, AZ 86004
928-626-5250

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 9/27/2022	TIME 10:01AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646688
Vincent Jim			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
CITY OF WILLIAMS					
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP	
		2022 VARIOUS LOCATIONS		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES	
		2022 VARIOUS LOCATIONS			
PRODUCT: 250613F		3/4" City of Flagstaff RAP			
COMMENTS:					
TRUCK LICENSE 99COW242		CITY OF WILLIAMS - 242		CARRIER W089	
FREIGHT TYPE I		TEN WHEELER/BOBTAIL-10		CUSTOMER PICKED UP	
		AXLES 0		TRAILER ID NO	
				TARE DATE 09/27/2022	
				TARE EXPIRE 09/27/2022	
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY
58,000 "	25,940 "	32,060 "	16.03	167.39	10
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT
26,308	11,766	14,542	14.54	151.85	12:00 am
GROSS LEGAL WT					
58,000					
CASH SALE PER TON	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

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! Weight, * Manual P.T.

Vulcan Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railhead Ave
FLAGSTAFF, AZ 86004
928-526-5250

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 9/27/2022	TIME 10:30AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646689
Vincent Jim			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CITY OF WILLIAMS		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES			
PRODUCT: 250613F		3/4" City of Flagstaff RAP					
COMMENTS:							
TRUCK LICENSE 99COW243		CITY OF WILLIAMS SUPER16-21		CARRIER W089		CUSTOMER PICKED UP	
FREIGHT TYPE L		AXLES 0		TRAILER ID NO		TRAILER ID NO	
TARE DATE		09/27/2022		TARE EXPIRE		09/27/2022	
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT	
69,920 m	31,000 *	38,920 m	19.46	186.85	11	72,000	
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT	
31,715	14,061	17,654	17.65	169.51	12:00 am	10:30AM	
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGE				
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL		
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME		

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

1 Weight, * Manual P.T.

Vulcan

Materials Company

CalMat Co.
FLAGSTAFF HMA
5200 E Railhead Ave
FLAGSTAFF, AZ 86004
928-526-5250

DANGER



PELIGRO

Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> or by calling 1-866-401-5424

No usar hasta que la informacion de seguridad presentada en la Ficha de Datos de Seguridad (SDS) haya sido completamente leida y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor informacion sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una version de SDS electronica esta disponible en <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> o llamando al 1-866-401-5424

RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 9/27/2022	TIME 10:51AM	PLANT 5233-211 FLAGSTAFF HMA	Ticket No 31646691
Vincent Jim			

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, **SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.**

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 417703 CK#		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
CITY OF WILLIAMS					
ORDER: 522866		2022 VARIOUS LOCATIONS		PICKED UP	
		2022 VARIOUS LOCATIONS		Dispatch: 628441	
DESTINATION: FOB		2022 VARIOUS LOCATIONS		ZONE/MILES	
		2022 VARIOUS LOCATIONS			
PRODUCT: 250613F		3/4" City of Flagstaff RAP			
COMMENTS:					
TRUCK 99COW241		CITY OF WILLIAMS - 241		CARRIER W089	
LICENSE		SUPER10-13		CUSTOMER PICKED UP	
FREIGHT TYPE I		AXLES 0		TRAILER ID NO	
				TARE DATE 09/27/2022 TARE EXPIRE 09/27/2022	
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY
50,780 m	24,480 *	26,300 m	13.15	200.00	12
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT
23,033	11,104	11,929	11.93	181.44	12:00 am
GROSS LEGAL WT					
56,500					
OUT OF PLANT					
10:51AM					
CASH SALE PER TON	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

I Weight, * Manual P.T.

Staff Report



To: City Council

From: Tim Pettit

Date: September 13, 2022

Subject: Shopping Cart Ordinance 994

Background: I have attached a **Shopping Cart Ordinance** for Council to consider. Over the last year, we (mainly Jason) have picked up over 100 shopping carts in alleys, streets, the creek, empty lots, etc. We have talked to the stores, and they agreed they would have someone routinely check and retrieve carts.

Abandoned carts continue to happen; over two months, we again picked up 60 abandoned carts and took them to our Shop yard, hoping that the stores would contact us about the missing carts so we could again address this and make them responsible but instead, someone came to our shop yard and got the cart without us knowing. (No one admitted to it, of course)

It is time for an ordinance that addresses property owner responsibility and sets recovery fees if the City should have to pick up or remove the carts.

Fiscal Impact: The City's time for answering calls and picking up abandoned carts, not the mention the blight.

Recommendation: I recommend adopting Ordinance 994

ORDINANCE NO. 994

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF WILLIAMS, ARIZONA, AMENDING CHAPTER 130, ADDING
§130.06, SHOPPING CARTS**

WHEREAS, damaged, dismantled, and/or abandoned shopping carts on public or private property create conditions that promote blight and deterioration within the City; and,

WHEREAS, the City Council of the City of Williams believes that such shopping carts constitute a nuisance, create potential hazards to the health and safety of the public and interfere with pedestrian and vehicular traffic; and,

WHEREAS, after discussion and consideration, the City Council finds that establishing regulations concerning the abandonment and recovery of shopping carts is in the best interest of the City and will promote the health and welfare of the citizens and the general public;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLIAMS, ARIZONA, DOES ORDAIN AS FOLLOWS:

Chapter 130 is amended, adding §130.06 to read as follows:

DEFINITIONS

Shopping Cart: A basket, which is mounted on wheels or similar devices, generally used in a retail establishment by a customer to transport goods of any kind.

Abandoned Shopping Cart: Any unattended shopping cart removed from a business establishment's premises, which is located on public property for a period greater than twelve (12) hours.

Owner: Any person or entity within a business establishment who owns or provides shopping carts for customer use. Owner includes, but is not limited to, the store owner, manager, on-site manager, or other designated agent of a business establishment.

Premises: The entire area owned or otherwise utilized by the business establishment that provides shopping carts for use by its customers, including any parking area and

pedestrian accessway between a street right-of-way and the establishment. For a business establishment that is part of a shopping center or shopping complex, “premises” shall include all business establishments in the shopping area center or complex and all areas used by the customers of those businesses in common, including all parking areas designated for use by the customers of the shopping center or complex.

Offenses; Defense

- (A) A person commits an offense if he possesses a shopping cart at a location other than the premises of the retail establishment that owns the shopping cart.
- (B) It shall be unlawful to leave or abandon a shopping cart at a location other than the premises or parking area of the retail establishment that owns the shopping cart.
- (C) It is a defense to the prosecution under Subsection (A) above that the person was the owner, employee, or agent of the retail establishment that owns the shopping cart and was delivering, retrieving, or returning the shopping cart to the retail establishment.

Requirements

- (A) Every owner of a business establishment providing shopping carts to customers shall affix to the shopping cart a durable, all-weather, and legible decal identifying the name, address, and telephone number of the retail establishment.
- (B) Every owner of a business establishment providing shopping carts to customers must post signs at all entrances to the parking areas, in both English and Spanish, and in a conspicuous place near the business establishment’s exit doors, informing

customers that cart removal from the premises is prohibited and constitutes a violation of State and local law.

Retrieval and impoundment by the City

The City of Williams may retrieve and impound any abandoned shopping cart located on public property.

A shopping cart recovered by the City of Williams will be released to the owner or designee upon payment to the City of a recovery fee of fifteen (\$15.00) dollars per shopping cart.

Disposal of abandoned shopping carts

Shopping carts impounded shall be held for a period of not more than thirty (30) days to allow for retrieval by the owner or his designee. In the event the shopping carts are not reclaimed by the owner within thirty (30) days of impoundment, the City of Williams shall sell or dispose of the carts.

Enforcement authority

The City Manager or designee(s) shall have the authority and powers necessary to determine whether a violation of this article exists and to take appropriate action to gain compliance with the provisions of this article and applicable state laws.

Penalty

Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Williams, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of five hundred (\$500) dollars for each offense. Every day a violation continues shall constitute a separate offense.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Williams, Arizona, this ____ day of _____, 2022 by a vote of ____ in favor and ____ opposed.

City of Williams, an
Arizona Municipal
Corporation

John W. Moore, Mayor

ATTEST:

Pam Galvan, City Clerk

APPROVED AS TO FORM:

Mangum, Wall, Stoops and Warden, P.L.L.C.
City Attorney

Staff Report



To: City Council

From: Tim Pettit

Date: October 13, 2022

Subject: Short-Term / Vacation Rental / Proposed Ord. #995

Background: Proposed House Bills 2672 regulating Short-Term Rentals have finally become law as of September 24th, 2022. Our proposed ordinance is a model ordinance that has been put together and developed by attorneys from multiple incorporated jurisdictions throughout the State, it also has the support and collaboration from the Arizona League. This Proposed Ordinance clearly establishes rules, regulation and defines the process an individual or business must follow to operate a Vacation Rental within the City of Williams.

Recommendation: I recommend that Ord. #995 be approved and declared Emergency and go into effect immediately due to health and safety issues that this ordinance addresses.



CITY OF WILLIAMS
113 SOUTH 1ST ST
WILLIAMS, AZ 86046

SHORT-TERM/VACATION RENTAL REGISTRATION FORM

PROPERTY INFORMATION

COMPLETE PHYSICAL ADDRESS OF SHORT TERM/VACATION RENTAL:

LIST ALL PLATFORM(S) / ONLINE MARKET PLACE WHERE RENTAL IS LISTED:

NUMBER OF BEDROOMS: _____ NUMBER OF FIRE EXITS: _____

RENTAL STATUS:

The above property was or is being rented on a short term basis (less than 30 consecutive days)

CITY OF WILLIAMS BUSINESS LICENSE #: _____ (Required)

CONTACT INFORMATION

NAME OF PROPERTY OWNER ☐ AND/OR AUTHORIZED AGENT/COMPANY ☐

LAST: _____ FIRST: _____ M.I.: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ EMAIL: _____

Has the property been registered with the County Assessor as a short term rental property? YES ☐ NO ☐

Has the property obtained a Transaction Privilege Tax License (TPT)? YES ☐ NO ☐

If you own a short-term/vacation rental you will be required to obtain a transaction privilege tax license from the Arizona Department of Revenue. Short-term/vacation rentals are required to remit transaction privilege tax at the same rate as a hotel (transient occupancy tax). Please use this link <https://azdor.gov/> to obtain your Transaction Privilege Tax license from the Arizona Department of Revenue.

The City of Williams charges a 1st time registration fee for short-term/vacation rentals of \$125.00 and an annual Fire/Safety Inspection fee of \$65.00, both are due at time of application submittal. Annual registration is required and will be charged at a rate of \$75.00 due on January 1st of each year, along with the annual \$65.00 Fire/Safety Inspection fee.

EMERGENCY CONTACT

CONTACT INFORMATION OF PERSON WHO HAS AUTHORITY & RESPONSIBILITY TO RESPOND BY TEXT OR PHONE WITHIN 30 MINUTES AND BE ABLE TO RESPOND IN PERSON AT THE PROPERTY WITHIN 60 MINUTES.

FIRST NAME: _____ LAST NAME: _____

COMPANY: _____

CELL
PHONE: _____ EMAIL: _____

ALTERNATIVE PHONE NUMBER: _____

Disclaimer and Signature

If you are registering more than one short-term/vacation rental property, a separate application along with all fees, must be submitted for each property

The City of Williams has up to 7 business days to approve or reject the requested registration for the above vacation rental property. No registration will be approved without a current business license through the City of Williams and a valid State of Arizona Transaction Privilege Tax License.

The undersigned is the owner of the short-term/vacation rental or authorized to file this form on behalf of the owner.

The undersigned has read and understands the definitions and provisions of The City of Williams Ordinance and The City of Williams Code. This includes changes in emergency contact updates within 10 days.

The undersigned acknowledges all rules and regulations regarding The City of Williams registration of short-term/vacation rental properties and acknowledges they will be fined up to \$1,000 a month for violations.

Signature: _____ Date: _____

ORDINANCE NO. 995

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF WILLIAMS, ARIZONA, AMENDING THE CODE OF WILLIAMS, ARIZONA BY ADOPTING CHAPTER 117 RELATING TO REGULATING SHORT TERM RENTALS AND VACATION RENTALS; INCORPORATING THE RECITALS BY REFERENCE; ESTABLISHING A PURPOSE; SETTING FORTH DEFINITIONS; REQUIRING A PERMIT TO OPERATE A SHORT TERM RENTAL OR VACATION RENTAL WITHIN CITY BOUNDARIES; ESTABLISHING REGULATIONS; ADOPTING NOTIFICATION AND DISCLOSURE REQUIREMENTS; ADOPTING INSURANCE REQUIREMENTS; ADOPTING APPLICATION FEES; ESTABLISHING FINES AND PENALTIES FOR VIOLATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE, AND DECLARING AN EMERGENCY

WHEREAS, local governments may regulate short term rentals and vacation rentals (collectively referred to as “vacation rentals”) except as limited by Arizona Revised Statutes (“A.R.S.”) § 9-500.39;

WHEREAS, the City of Williams (“City”) deems it necessary to adopt certain regulations regarding the use of property as a vacation rental to protect the health, safety, and welfare of the City residents;

WHEREAS, a central and significant goal for the City is to protect the health, safety, and welfare of the City residents, preserve its housing stock, and maintain the quality and character of residential neighborhoods;

WHEREAS, City will require all vacation rentals to obtain and maintain a valid City permit, pay permitting fees, provide an emergency point of contact to respond to compliance and emergencies in a timely manner, maintain insurance, provide neighbor notification, and disclose certain information about the vacation rental in each advertisement;

WHEREAS, City will require all vacation rentals to obtain and maintain a valid transaction privilege tax (“TPT”) license number, provide proof of the TPT license to the City, and require disclosure of the TPT number on each advertisement;

WHEREAS, City retains the right to change its fees upon review and approval by City Council;

WHEREAS, City deems it necessary to establish penalties and fines that apply to vacation rentals; and

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Williams, Arizona, as follows:

Section I. General.

The Code of Williams, Arizona, is hereby amended by adding Chapter 117, Short-term Rentals and Vacation Rentals, to read as follows:

CHAPTER 117.00. SHORT-TERM RENTALS AND VACATION RENTALS

- Sec. 117.01 Purpose.
- Sec. 117.02 Definitions.
- Sec. 117.03 Permit Required; Penalties.
- Sec. 117.04 Emergency Point of Contact Requirements; Penalties.
- Sec. 117.05 Compliance with the Law; Prohibited Uses.
- Sec. 117.06 Neighbor Notification Required.
- Sec. 117.07 Advertisement Requirements.
- Sec. 117.08 Posting on the Property Required.
- Sec. 117.09 Insurance Required.
- Sec. 117.10 Background Checks Required.
- Sec. 117.11 Permit Suspensions.
- Sec. 117.12 Enhanced Penalties.
- Sec. 117.13 Appeals.
- Sec. 117.14 Judicial Relief.
- Sec. 117.15 Severability.

Sec. 117.01 Purpose.

This Chapter is adopted to protect the health, safety, and welfare of the community of the City of Williams by enacting reasonable regulations for short-term rentals and vacation rentals. These regulations are in addition to other codes of the City.

Sec. 117.02 Definitions.

In this Chapter, unless the context or definitions in A.R.S. § 9-500.39 indicate otherwise, the following terms or phrases are defined as follows:

“Online Lodging Marketplace” has the same meaning prescribed in A.R.S. § 42-5076.

“Short-term rental” and “vacation rental” are interchangeable for purposes of this Chapter and mean any individually or collectively owned single-family or one-to-four-family house or dwelling unit, or any unit or group of units in a condominium or cooperative, that is also a transient public lodging establishment or owner-occupied residential home offered for transient use. “Vacation rental” does not include:

(i) accommodations or property that is classified for property taxation under A.R.S. § 42-12001; or

(ii) any unit that is used for any nonresidential use, including but not limited to a special event that would otherwise require a permit, retail, restaurant, banquet space, or other similar use.

“Transaction privilege tax license” is the license issued by the State of Arizona pursuant to A.R.S., Title 42.

“Transient” has the same meaning prescribed in A.R.S. § 42-5070.

Additional definitions adopted by the City of Williams:

“Advertisement” means any method of soliciting the use of property for vacation rental purposes.

“Applicant” means the owner or owner’s designee who applies with the City for a permit or renewal of a permit.

“Days” shall mean calendar days unless stated otherwise.

“Designee” and “Agent” are interchangeable for purposes of this Chapter and mean any person or persons with the charge, care, or control of any property, dwelling unit, or portion thereof. “Designee” includes the “emergency point of contact.”

“Emergency point of contact” means the owner or individual designated by the owner to: (i) serve as the local twenty-four (24) hour emergency point of contact for the vacation rental; and (ii) respond to complaints and emergencies relating to the vacation rental in a timely manner as required by this Chapter.

“Guest” means a person who makes use of a transient short-term rental. For purposes of this Chapter, any person who makes payment for the use of a short-term rental, any person identified on the rental agreement for a short-term rental, any person who sleeps or plans to sleep overnight in a short-term rental, and any person present in a short-term rental after 10:00 PM local time, are each presumed to be a Guest of that short-term rental.

“Neighbor notification” means the written notice provided by the owner to each single-family residential property adjacent to the vacation rental property, directly across from the vacation rental property, and diagonally across the street of the vacation rental property that includes the valid permit number issued by the City, the physical address of the vacation rental, and the name, address, and twenty-four (24) hour telephone number of the emergency point of contact.

“Nonresidential use” means any use that is not permitted in a residential zoning district pursuant to a City zoning ordinance. .

“Owner” means any person who, alone or with others, has title or interest in a property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and includes any person who as agent, executor, administrator, trustee, or guardian has charge, care, or control of any property, dwelling unit, or portion thereof.

“Permit” means authorization by the City of Williams to operate a vacation rental in accordance with this Chapter.

“Person” means an individual, public entity, firm, corporation, partnership, limited liability company, trust, association, or any other business entity or juridical person, whether operating on a for-profit or nonprofit basis.

“Timely manner” means responding to complaints by phone, or by email within twenty-four (24) hours and in the case of an emergency or when requested by the City, shall respond in-person within one (1) hour to the physical location.

Sec. 117.03 Permit Required; Penalties.

(A) *Fire/Safety Inspection Required.* Prior to filing out a vacation rental permit an Initial Fire/Safety Inspection must be completed and signed off by the Fire Marshal.

(B) *Inspection Fee.* An initial nonrefundable fee of sixty five dollars (\$65.00) is required before the inspection will be completed.

(C) *Annual Inspection and Fee.* An annual Fire/Safety Inspection and nonrefundable fee in the amount of sixty five dollars (\$65.00) will be required in order to renew the annual vacation rental permit.

(D) *Permit required.* Prior to use of a property as a vacation rental, the owner of shall obtain an annual vacation rental permit from the City of Williams. Renting, or offering for rent, a vacation rental without complying with the permit requirement in this Section 117.03 is prohibited.

(E) *Permit applications.* The owner of a proposed vacation rental shall submit to the City of Williams a permit application on a form furnished by the City. The permit application shall be signed by the applicant and shall contain the following minimum information, which shall be made publicly available:

- (1) The physical address of the residential property proposed to be used as a vacation rental.
- (2) The name, address, and telephone number of the owner for which the vacation rental registration certificate is to be issued. If the property owner is an entity, the legal name of the entity and its statutory agent.
- (3) The name, address, and telephone number of each designee of the owner, if any.
- (4) The full name, address, and twenty-four (24) hour telephone number of the individual who will serve as the emergency point of contact.
- (5) Proof of a valid transaction privilege tax license.
- (6) Acknowledgment by the owner of an agreement to comply with all applicable laws, regulations, and ordinances, including the requirement that the owner and each designee shall not be a registered sex offender, been convicted of any felony act that resulted in death or serious physical injury, or been convicted of any felony use of a deadly weapon within the past five years.
- (7) Attestation of compliance with the notification required in this Chapter.
- (8) Evidence of liability insurance appropriate to cover the vacation rental in the aggregate of at least \$500,000 or evidence that each vacation rental transaction will

be provided through a platform that provides equal or greater primary liability insurance coverage for the vacation rental.

- (9) Evidence the vacation rental is registered with Coconino County Assessor's Office in accordance with A.R.S. § 33-1902.

- (10) If the applicant is an individual, proof of lawful presence in the United States in accordance with A.R.S. §§ 1-502 and 41-1080.

(F) *Permit fee.* Every application, including any renewal application, for a vacation rental permit under this Chapter shall be accompanied by a non-refundable initial fee of one hundred twenty five dollars (\$125.00), and an annual renewal fee of seventy five dollars (\$75.00) established by City Council, which can be adjusted annually per the Consumer Price Index (CPI).

(G) *Issuance; reasons for denial.* The City of Williams shall issue or deny the permit within seven (7) business days after receipt of a complete application. The City may deny issuance of a permit for any of the following reasons:

- (1) The applicant failed to provide the information required under subsection B;
- (2) The applicant failed to pay the permit fee required under subsection C;
- (3) The applicant provided false information;
- (4) The owner or designee of the owner:
 - i. is a registered sex offender;
 - ii. has been convicted of any felony act that resulted in death or serious physical injury; or
 - iii. has been convicted of any felony use of a deadly weapon within five (5) years of submitting the application; or
- (5) At the time of application, the owner has a suspended permit for the same vacation rental or any of the following applies:
 - (a) one violation at the vacation rental that resulted in or constituted any of the offenses described in Sec. 117.12; or
 - (b) three violations of this Chapter at the vacation rental within a twelve (12) month period, not including an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

(H) *Notice of denial; appeal.* The City Manager or designee shall give notice of the denial of an application to the applicant by mailing the notice to applicant at the address listed on the application. The notice of the denial shall inform the applicant of the right to appeal the denial as provided for in Sec. 117.13.

(I) *Maintaining Accurate Information; Violations.* All applicants and persons holding permits issued pursuant to this Chapter shall give prior written notice to the City Manager or designee of any material change in information submitted in connection with an application for a permit or renewal of a permit. The notice shall be provided to the City Manager not less than ten (10) days prior to the effective date of the change. Any information required for an application under this Section 117.03 is deemed to be material for purposes of this Section 117.03. A violation of this subsection is a civil offense.

(J) *Term of Permit; Renewal application.* All permits issued under this Chapter shall be valid until December 31 of that year, and all permits must be renewed by January 1st of the New Year. Except where the City has received a new application along with the requisite fees, it shall be unlawful for any person to operate a vacation rental after the expiration date recorded upon the face of the vacation rental permit.

(K) *Operating Without a Permit; Penalties.* A vacation rental that fails to apply for a permit or license within thirty (30) days of the permit application being made available by the City shall immediately cease operations. In addition to any other penalty pursuant to the City of Williams Code, the City may impose a civil penalty of up to \$1,000 per month against the owner if the owner or owner's designee fails to apply for permit within thirty (30) days of receiving the written notice of violation from the City. Representations or advertisements including online listings that reference the property, house, or dwelling unit location within the City is prima facie evidence that a vacation rental is operating in the City.

(1) *Non-transferable.* No permit shall be transferable either as to location or as to person.

(2) *Implementation.* The City Manager or designee shall develop the necessary forms and/or database necessary to implement this Section 117.03.

Sec. 117.04 Emergency Point of Contact Requirements; Penalties.

(A) *Emergency Responses; Violations.* When requested by a police officer or fire personnel the owner or emergency point of contact whose name appears on the permit application must be on the vacation rental premises, within one (1) hour of the request.

- (B) *Non-emergency Responses; Violations.* The owner or emergency point of contact shall respond to all other complaints relating to the vacation rental in person, over the phone, by e-mail, or by text within twenty-four (24) hours of the request.
- (C) *Maintaining Accurate Emergency Information.* All applicants and persons holding permits issued pursuant to this Chapter shall give prior written notice to the City Manager or designee of any change to the contact information provided to the City of Williams for the emergency point of contact. The notice shall be provided to the City Manager not less than ten (10) days prior to the effective date of the change.
- (D) *Violations.* In addition to any other penalty pursuant to the City Code, a violation of this Section shall be a civil offense.
- (E) *Penalties.* In addition to any other penalty pursuant to the City Code, an owner shall be subject to civil penalties of up to \$1,000 for every thirty (30) days the owner fails to provide notice to the City as required under this subsection. Before imposing the initial civil penalty, the City shall provide thirty (30) days' notice to the owner by mailing a notice of violation to the owner's mailing address that was provided to the City. The notice of the violation shall inform the applicant of the right to appeal the denial as provided for in Sec. 117.13. Notwithstanding the date of the notice of violation, the date for calculating the penalties shall be the first day the vacation rental is occupied following the owner's failure to provide the notice to the City regarding the change.

Sec. 117.05 Compliance with the Law; Prohibited Uses.

- (A) A vacation rental shall comply with the federal, state, and local laws, including laws relating to public health and safety, sanitation, solid waste, hazardous waste, tax privilege licensing, property tax registration, traffic control, pollution control, noise, property maintenance, and nuisance abatement.
- (B) No person or entity shall operate a vacation rental in violation of this Chapter or other law. In addition, the use of a vacation rental property for any of the following uses or purposes is strictly prohibited:
- (1) Any nonresidential use;
 - (2) Holding a special event that requires a permit or license pursuant to a city or town ordinance or state law or rule;
 - (3) Operating a retail business, restaurant, event center, banquet hall or similar use;
 - (4) Housing sex offenders;

- (5) Operating or maintaining a sober living home;
 - (6) Selling liquor, illegal drugs, or pornography;
 - (7) Operating a nude or topless dancing;
 - (8) Obscenity;
 - (9) Adult-oriented business; or
 - (10) Any other use prohibited by A.R.S. § 9-500.39 or the City Code.
- (C) A vacation rental lacking a valid transaction privilege tax license issued by the State of Arizona shall not be rented or offered for rent.
- (D) No person or entity may receive payment or accept a fee, directly or indirectly, for facilitating the rental of a vacation rental operating in violation of this Code or other law.
- (E) In addition to any other penalty pursuant to the City Code, any person who causes, allows, facilitates, aides, or abets any violation of this Chapter shall be subject to a civil offense.
- (F) The failure of any designee to comply with this Chapter shall not relieve the owner of liability under this Chapter.

Sec. 117.06 Neighbor Notification Required.

- (A) *Neighbor notification.* Prior to offering a vacation rental for rent for the first time, the owner or designee shall provide neighbor notification to each single-family residential property adjacent to the vacation rental property, directly across from the vacation rental property, and diagonally across the street of the vacation rental property. The neighbor notification shall be provided in writing in the form required by the City and shall include the following minimum information:
- (1) The permit number issued by the City;
 - (2) The physical address of the vacation rental; and
 - (3) The name, physical address, email address, and twenty-four (24) hour telephone number of the emergency point of contact.

(B) *Additional neighbor notification required.* Any change to the information provided under Subsection A shall require additional neighbor notification by the owner or designee not later than five (5) days prior to each change. The additional notification shall be provided in the manner required by Section A.

(C) *Attestation.* At the time of the application and within seven (7) days of a request by the City, the owner or designee shall provide to the City an attestation of compliance with the neighbor notification required by this Section 117.06.

(D) *Violations.* In addition to any other penalty pursuant to the City Code, a violation of this Section 117.06 shall be a civil offense.

Sec. 117.07 Advertisement Requirements.

(A) *Required Disclosure.* To protect the peace, health, safety, and general welfare of City residents and visitors, the owner or owner's designee shall be responsible for displaying the permit number issued by the City on each advertisement for such vacation rental.

(B) *Violations.* In addition to any other penalty pursuant to the City Code, a violation of this Section shall be a civil offense. Each advertisement in violation of this Section 117.07 shall constitute a separate violation.

Sec. 117.08 Posting on the Property Required.

(A) *Posting at the Vacation Rental.* The owner of the vacation rental must display the name, phone number, and email address of the designee/emergency point of contact in a conspicuous place within twenty (20) feet of the primary entrance and street facing of the vacation rental to read as follows: Name or Address of Property, Name of Designee/Emergency Contact, Contact Information, Max Occupancy, Max Parking Allowed. Signs must be a minimum of six (6) square feet and maximum of eight (8) square feet.

(B) *Failure to Comply.* In addition to any other penalty pursuant to the City Code, a violation of this Section 117.08 shall be a civil offense. Each day a vacation rental does not display the information required by this Section 117.08 shall constitute a separate violation.

Sec. 117.09 Insurance Required.

(A) *Required insurance.* Prior to offering or renting a vacation rental for rent for the first time, liability insurance appropriate to cover the vacation rental in the aggregate of at least \$500,000 shall be provided by the owner or the online marketplace platform.

(B) *Proof of insurance.* Proof of the required liability insurance coverage shall be provided to the City no later than fifteen (15) days prior to offering or renting the vacation rental for rent for the first time.

- (C) *Violation.* In addition to any other penalty pursuant to the City Code, a violation of this Section 117.09 shall be a civil offense. Each day a vacation rental lacks the insurance required by this Section 117.09 shall constitute a separate violation.

Sec. 117.10 Background Checks Required.

- (A) No sex offender shall be permitted to rent or occupy the vacation rental. Owners who allow a sex offender at the vacation rental shall be found in violation of this Section 117.10.
- (B) Within twenty-four (24) hours of every booking, a sex offender background check on each guest shall be conducted by the owner or by the online lodging marketplace on which the vacation rental is advertised. The owner shall demonstrate compliance with this requirement by retaining a full copy of each background check for a minimum of twelve (12) months after the booking date and providing the copy to the City upon a request by a police officer.
- (C) In addition to any other penalty pursuant to the City Code, any person who violates this Section 117.10 shall be subject to a civil offense.
- (D) The failure of an online lodging marketplace to conduct a background check shall not relieve the owner of liability under this Sec. 117.10.

Sec. 117.11 Permit Suspensions.

- (A) *Permit suspensions.* The City may initiate an administrative process to suspend a vacation rental permit for a period of up to twelve (12) months for any of the following:
- (1) Three verified violations of this Chapter within a twelve (12) month period, not including any such violation based on an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.
 - (2) One verified violation that results in or constitutes any of the following:
 - (a) A felony offense committed at or in the vicinity of a vacation rental by the owner of the vacation rental or by the owner's designee;
 - (b) A serious physical injury or wrongful death at or related to a vacation rental resulting from the knowing, intentional or reckless conduct of the owner of the vacation rental or the owner's designee;
 - (c) The owner of the vacation rental or the owner's designee knowingly or intentionally housing a sex offender, allowing offenses related to adult-oriented businesses, sexual offenses, or prostitution, or operating or maintaining a sober living home; or

- (d) The owner of the vacation rental or the owner's designee knowingly or intentionally allowing the use of a vacation rental for a special event that would otherwise require a permit or license pursuant to the City code or a state law or rule or for a retail, restaurant, banquet space or other similar use.

(B) *Appeals*. A decision to suspend a permit may be appealed by the owner as set forth in Sec. 117.13.

Sec. 117.12 Enhanced Penalties.

(A) The remedies in this Chapter are cumulative and the City may proceed under one or more such remedies.

(B) In addition to any other penalty pursuant to the City Code, and notwithstanding any other law, the City may impose a civil penalty of the following amounts against an owner if the owner causes, allows, facilitates, aides, or abets a verified violation of any provision of this Chapter or fails to perform any act or duty required by this Chapter, related to the same vacation rental property within the same twelve-month period:

- (1) Up to \$500 or up to an amount equal to one night's rent for the vacation rental as advertised, whichever is greater, for the first violation.
- (2) Up to \$1,000 or up to an amount equal to two nights' rent for the vacation rental as advertised, whichever is greater, for the second violation.
- (3) Up to \$3,500 or up to an amount equal to three nights' rent for the vacation rental as advertised, whichever is greater, for a third and any subsequent violation.

If multiple violations arise out of the same response to an incident at a vacation rental, those violations are considered one violation for the purpose of assessing civil penalties.

(C) In addition to any other penalty pursuant to the Code, any property that operates as a vacation rental and fails to apply for vacation rental permit in accordance with this Chapter within thirty (30) days of the application process being made available by the Town, must cease operations immediately. In addition to any fines imposed pursuant to this Section 117.12, the Town may impose a civil penalty of up to one thousand dollars (\$1,000) per month against the owner if the owner or owner's designee fails to apply within thirty (30) days of receiving written notice of the failure to comply with this Chapter.

Sec. 117.13 Appeals.

(A) Any person aggrieved by any decision with respect to the denial of or a refusal to issue a vacation rental permit, the suspension of a vacation rental permit, or a penalty imposed pursuant to this Chapter may appeal the decision by filing a written notice of appeal with the City Manager no later than thirty (30) days from the date of the decision letter. The notice of appeal shall be on a form approved by the City.

(B) An appeal under this Section 117.13 does not operate as a stay of the permit suspension.

(C) This Section 117.13 is not applicable to judicial actions brought pursuant to Sec. 117.14 or to penalties including fines imposed by a court.

Sec. 117.14 Judicial relief.

(A) Notwithstanding Sec. 117.11, any attempted or completed felony act, arising from the occupancy or use of a vacation rental that results in a death, or actual or attempted serious physical injury, shall be grounds for judicial relief in the form of a suspension of the property's use as a vacation rental for a period that shall not exceed twelve (12) months.

(B) The City attorney may initiate proceedings in the Coconino County Superior Court or other court of competent jurisdiction to enforce this Section 117.14.

Sec. 117.15 Severability.

In the event any section or provision of this Chapter shall be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of this Chapter as a whole or any part thereof other than the part so declared to be invalid or unconstitutional.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the City Code adopted herein by reference, are hereby repealed.

Section III. Recitals.

The recitals above are fully incorporated in this Ordinance by reference.

Section IV. Effective Date.

This Ordinance shall be effective immediately following adoption by the City Council.

Section V. Preservation of Rights and Duties.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

Section VI. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the City Council of Williams this ____ day of _____, 2022.

City of Williams, an
Arizona Municipal Corporation

John W. Moore, Mayor

ATTEST:

Pamela Galvan, City Clerk

APPROVED AS TO FORM:

Mangum, Wall, Stoops and Warden
Brandon Kavanagh, City Attorney

I, PAMELA GALVAN, CITY CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE CITY OF WILLIAMS ON THE ____ DAY OF _____, 2022, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2022.

_____, City Clerk.

Staff Report

To: City Council

From: Chase Pearson, Fire Department

Date: 09/28/2022

Subject: Cost recovery for emergency services



Background:

The fire department is researching options to regularly bill out of district calls and out of district residents. Currently the fire department is not regularly billing for calls that are out of town or involve those that are not tax paying residents. Several third party companies are available to provide a billing service for the Williams Fire Department. These companies would only bill on calls that we elect to recover costs.

Fiscal Impact:

There are no upfront costs from the City of Williams. Several companies offer a similar business model of receiving a percentage of bills collected. A search of billable calls for the last year shows a possible lost revenue of \$30K. The recommended company collects on a bill and sends 78% of the collected amount to the City of Williams.

Recommendation:

It is my recommendation that the city enter into an agreement with a third party billing company to recover costs for service for out of district calls and out of district residents. Fire Recovery USA is one company that I would recommend. Other fire departments in the area are using this service with success. I feel that the department can increase cost recovery using this service and by improving documentation.

ORDINANCE NO: 996

AN ORDINANCE OF THE CITY COUNCIL, OF THE CITY OF WILLIAMS, ARIZONA, ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED BY/FOR THE CITY OF WILLIAMS, ARIZONA.

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the Williams Fire Department desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE WILLIAMS FIRE DEPARTMENT:

SECTION 1: The Williams Fire Department shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in **“EXHIBIT A”**. The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in **“EXHIBIT A”**, which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5: This Ordinance shall take effect thirty days (30) from the date of adoption as permitted by law.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 5.9% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance to keep the fire department's cost recovery program in conformity with increasing operating expenses.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Williams, Arizona, this ____ day of ____, 2022 by a vote of ____ in favor and ____ opposed.

City of Williams, an
Arizona Municipal
Corporation

John W. Moore, Mayor

ATTEST:

Pam Galvan, City Clerk

APPROVED AS TO FORM:

Mangum, Wall, Stoops and Warden, P.L.L.C.
City Attorney

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

1) MOTOR VEHICLE INCIDENTS

a) Level 1 - \$546.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

b) Level 2 - \$623.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

c) Level 3 – CAR FIRE - \$760.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

2) ADD-ON SERVICES:

a) Extrication - \$1,641.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

b) Creating a Landing Zone - \$502.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

c) Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These

incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

3) HAZMAT

a) Level 1 - \$881.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

b) Level 2 - \$3,146.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

c) Level 3 – \$7,426.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$356.00 per HAZMAT team.**

4) FIRE INVESTIGATION

a) Fire Investigation Team - \$346.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

5) FIRES

d) Assignment - \$503.00 per hour, per engine / \$629.00 per hour, per truck
Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

6) ILLEGAL FIRES

a) Assignment - \$503.00 per hour, per engine / \$629.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

7) WATER INCIDENTS

a) Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$503 plus \$62 per hour, per rescue person.

b) Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,006 plus \$62 per hour, per rescue person.

c) Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,489 plus \$62 per hour per rescue person, plus \$126 per hour per HAZMAT team member.

d) Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

8) BACK COUNTRY OR SPECIAL RESCUE

- a) Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$503 for the first response vehicle plus \$62 per rescue person. Additional rates of \$503 per hour per response vehicle and \$62 per hour per rescue person.

9) CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$315 per hour.

10) MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

- a) ADDITIONAL TIME ON-SCENE** (for all levels of service)

Engine billed at \$503 per hour.

Truck billed at \$629 per hour.

Miscellaneous equipment billed at \$378.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided. These rates are subject to change.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

Fire Recovery USA provides funds to fire departments through Cost Recovery.

We Offer Seven Main Cost Recovery Programs:

iPad Inspection / Automated billing - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments, have 24/7 live data reporting and the highest recovery rate in the industry.

Self Inspection Program - This revolutionary program provides the ability to have base level inspections for ALL businesses. It satisfies your responsibility to assure your businesses are safe. In a rotation with the full inspection above it provides the maximum ability to assure business compliance while supporting the costs of your inspection program. All with a flexible audit capability.

Emergency Response Cost Recovery Program - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.

EMS Billing Program - With nearly 20 years experience and advanced technology, let Fire Recovery EMS perform for you. Our track record is impeccable, or recovery rates among the highest, and our reporting is real time. Plus, we handle all the headache of collecting.

First Responder Support Program - There are real costs to responding to medical incidents. Medical insurance typically covers the cost of the EMS service while most first responders have had to absorb these enormous costs. Our First Responder Support Program allows you to track and bill to recover these costs. We bill, collect, and pass the revenue back to our departments monthly.

Paramedic Subscription Program - Our Paramedic Subscription Program is an "insurance policy" to help cover first responder fees for resident in your region. Combined with our First Responder Support Program, the Paramedic Subscription Program allows for affordable fees to cover a possible first responder event. For a small annual fee, a resident or business can pre-pay for any incident for their family or employees.

Emergency Response Cost Recovery Program

Although billing for Fire Services sounds simple, how we generate our high recovery rate is very sophisticated. Some fire departments do perform in-house billing; unfortunately, they typically see a low recovery rate (between 10-15 percent). This low rate can be attributed to the fact that the typical fire department or city is not equipped in the field of fire service billing.

Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events. This is the highest recovery rate in our industry for all types of runs. So what makes us different?

We have several interesting techniques in our system including methods that we've developed during our years of billing experience that informs the responsible parties of their fiscal responsibilities. While this alone would guarantee us to equal or exceed our competitors; the real basis for our high recovery percentage is our ability to gather the necessary information to recover funds for a call that would otherwise be written off as unrecoverable by others.

What our clients really appreciate is our ability to track down the necessary information of those persons involved in the incidents. We require the least amount of information from the fire departments to create a bill (name of individual, car license number, and the name of the insurance carrier) - that's it! We have investigative techniques (both live and software-based) that allow us to find most of the necessary facts. We believe that this is our responsibility and not the fire departments'.

Bottom line: if you employ our billing service, you will enjoy, not only our excellent customer service and training, but also be confident you have the highest recovery percentages possible.

There is no up-front cost to you as we only take a portion of the money we recover for you as our fee – there are no other costs to you whatsoever.

Fire Recovery USA offers fund recovery to local fire departments for:

- ***Motor Vehicle Incidents***
- ***Hazmat Clean-up***
- ***Vehicle Fires***
- ***Structure Fires***
- ***Special Rescues***
- ***Water Incidents***
- ***Fire Inspections***
- ***And More ...***

www.firerecoveryusa.com

EMERGENCY RESPONSE RECOVERY

How our system works.

Prior to Billing

You pass ordinance that allows you to bill for various services you provide during an emergency incident. These can be all or some of the following: Motor Vehicle Incidents, which includes Accidents and Fires, Structure Fires, Marine and Water Incidents, Hazmat calls, False Alarms, Fire Investigations, and Special Rescue services.

Billing Begins

At The Scene of the Incident: Your personnel will either log the data from the incident using your existing system protocol, or via our paper-based "Incident Reports".

Upon Return to the Station: We have the ability to harvest the billing data from many of today's most popular RMS Systems including, Firehouse, Zoll, Fire Programs, Emergency Reporting, ImageTrend, FDM, etc. If available for your RMS, our link will harvest the data information directly into our RecoveryHub site. If not, your designated personnel will submit the run using our secure RecoveryHub on-line system. When they log-on, RecoveryHub will recognize them and bring them right to your run submission page.

After Submitting the Run: We go to work in claim recovery. By utilizing the advanced technology in RecoveryHub, we should be able to harvest the necessary billing data for most incidents without further contact with the client, depending on the quality of the information provided by your staff.

Virtually all of our interaction is with the at-fault individual and their insurance company. We will determine the existing claim number (or create a new claim with the insurance carrier), bill the individual and submit the claim to the insurance company, provide follow-up proof of laws, legal documents, and other information, and finally, recover the funds.

Our Processing Center: After receiving the run, we assign it to a claim representative. Their job is to track down the individual and existing claim or create a claim with the appropriate insurance carriers and/or responsible parties. We work with the insurance companies involved and/or the police to determine who is responsible if necessary for payment.

Our Processing Center sends the initial claim to the responsible party and their insurance tracks the response(s) and begins to plan for approval of the claim. If initially denied, the claim then moves to our escalation team who responds to the reasons for the denial, provides the responsible party(s) of laws pertaining to the claim, and strategizes the most effective way to counter further denials of this claim. **Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events.**

Viewing or Printing Reports is Available 24/7: The main benefit of this program is our exclusive 24/7 "Real-Time" information and status access through our RecoveryHub website. You'll never again have to wait for your data or reports. You can access from virtually any computer, anywhere in the world.

The status of each run (Current or Archived) is available 24/7, online, on RecoveryHub. This will both provide immediate account information, but also allow you to forecast incoming funds and plan for their use.

Payment of Runs

On or before the 7th of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

Staff Report



To: City Council

From: Tim Pettit

Date: September 21, 2022

Subject: Fire Department Study and Hiring of a Fire Chief.

Background:

On September 6th myself and two council member (Mike Cowen and Lee Payne) met with the Fire Dept. representatives, Kevin Schulte, Chase Pearson, Cameron Maebe; with Ian James and Justin Sandoval being on ZOOM.

During the meeting the Fire Dept outlined their overall Department goal; which is a 10 man paid department which would allow for 24/7 coverage, consisting of;
1-Chief, 3-Fire Captains and 6-Firefighters.

New Fire Station with housing and storing of a ladder truck.

Have EMT training for all personnel and possible Paramedic on staff.

Regular maintenance and replacing of equipment.

My opinion: This is a 10 year plan, the Fire Department may have a more accelerated plan but it is going to depend on Grant opportunities and a stable funding for the new department (possibility of: Property Tax increase, slight tax increase from retail sales) I will definitely be talking with our Finance Department on this and any other possibilities.

Conclusion: After we talked through the goals and reviewed PSRG Fire Consultants "Planning Study" we all agreed the first thing we must do is hire a Fire Chief. Once a Fire Chief is hired he can then begin to work on timing, budget and proposals to present to council, to begin the process to develop a paid fire department.

Recommendation: I recommend that we advertise for a full time paid Fire Chief. This will first be advertised in house for any qualified personnel. I have also attached a job description. I also recommend we proceed with the installation of the mobile housing unit located at Fire Station 2.

Pay Scale and Range: After consulting with our Finance Dept. and researching National and State pay averages we have set our Pay Grade for a Fire Chief at a Grade 12 Starting at \$83K annually. The State average is \$87K

**City of Williams
Position Description
(Grade 12)**

Summary of Position

The Fire Chief is the chief executive officer of the Williams Fire Department (WFD) and is responsible for directing the operations and managing the administrative business affairs of the WFD. The position establishes current and long-range objectives, plans and policies/procedures.

Organizational Relationships

1. Reports to: Williams City Council -- in collaboration and guidance of the City Manager to ensure that the visions, goals and budgets of the City Council are accomplished
2. Directs: Supervises Officers of the WFD
Full Time Staff
Volunteers, Reserves
3. Other: The Fire Chief is part of the City review and leadership team that collaborates with other City Department supervisors and leaders on the risk, life safety, emergency issues and response, threats to property and health for current and future development and direction of the City.

Essential Duties

- The Fire Chief or their designee(s) is charged with administration and enforcement of the adopted City Fire Codes.
- Direct the daily operations for the WFD and evaluate to ensure a high level of performance.
- Formulate WFD administrative policy and standard operating procedures
- To develop and implement operational plans to assure alternative courses of action which provide realistic operations for the WFD consistent with budget considerations.
- To project and recommend budget expenditures for the WFD.
- Monitor deviations from approved budget and initiate corrective actions in order to control costs.
- Coordinate development of personnel recruitment and promotional programs.
- To oversee the activities of the WFD to assure compliance with federal and state requirements.
- To perform such additional administrative duties on behalf of the WFD that may be assigned by the Williams City Council.

Minimum Qualifications

- High School Diploma or G.E.D.
- Successful completion of IS-100, IS-200, IS-700, and IS-800 shall be required at the time of hire.
- A valid Arizona driver's license or equivalent is required at the time of hire. A Commercial Driver's License is preferred and may be required in the future.
- A current CPR/AED certification card shall be required at the time of hire and shall be maintained for the duration of employment.

- Five (5) years of progressively responsible fire service supervisory or management experience including three (3) years at the rank of Captain or higher-level supervisory experience.

Desirable Qualifications

- Bachelor's Degree (or Higher) in Fire Science, Fire Engineering, Fire Service Administration, Public Administration, or a related field.
- Possession of a Commercial Driver's License.
- IS-300, IS-400
- Enrolled in or completed the National Fire Academy's Executive Fire Officer Program
- A successful experience in a chief officer's position of a fire department of comparable size or larger with volunteer firefighters.
- Completion of a Fire Code – Plan Review course or equivalent that meets the requirements of NFPA 1031.
- Completion of a Public Information Officer Course or equivalent that meets the requirements of NFPA 1035.
- Completion of Fire Investigation course equivalent to the IAAI or NFA that meets the requirements of the NFPA 1033.
- Completion of a course(s) in Public Education or equivalent that meets the requirement of NFPA 1035.
- Completion of National Fire Academy Coursework, including but not limited to, Fire Prevention Program, Community Risk Reduction, etc.
- Completion of F.E.M.A. Emergency Management Institute Coursework related to Emergency Management and Hazard Mitigation

Job Knowledge, Skills, and Abilities

- The ideal candidate will have proven leadership experience, and a balance of technical skills and personal attributes, capable of organizing and directing staff to accomplish the goals established by the Department. The successful candidate will have a track record of maintaining the highest level of integrity by adherence to ethical and professional standards.
- The Williams Fire Department is seeking a proven leader who can give clear direction for the Department, communicate effectively with the City Council, be responsive to the City Council's direction, and keep the City Council apprised on Department business. The ideal candidate will motivate personnel and provide challenging and rewarding opportunities for employees to grow and develop professionally.
- The Fire Chief will manage the development, planning, and implementation on of Department goals and objectives, as well as recommend and administer policies and procedures. An individual with a demonstrated record of continually recruiting, hiring, training, motivating, and retaining qualified volunteers, as well as paid staff, is sought.
- In addition to fire fighting and emergency medical service training and experience, the successful candidate should have experience in personnel supervision and management of both full-me paid and volunteer staff, (e.g.) performance evaluations, staffing, disciplinary methods, etc.
- The ideal candidate is a highly skilled and strongly motivated individual with excellent leadership, management, and administrative skills. The selected candidate will be an active problem solver who anticipates and responds to concerns in a timely manner and identifies potential solutions. The Department is seeking candidates with excellent verbal and written communication on skills who are politically aware and sensitive.
- The successful candidate will prove to be a forward and strategic thinker with a mindset for continuous improvement, capable of implementation through teamwork and

collaboration and able to communicate effectively with employees, executive staff, elected officials, and community leaders.

- The typical candidate will have knowledge of applicable local, state, and federal laws and regulations as they pertain to Arizona fire departments, land development, field inspections, and plan reviews. The administrative aspects of this position will require strong management, technical, and budget administration skills.
- The Fire Chief must be capable of communicating professionally and maintaining effective working relationships with both individuals and groups contacted in the course of work. The ideal candidate will have the ability to effectively plan, direct, coordinate, and manage complex projects, activities, and specialized administrative duties while advancing department initiatives and implementing organizational changes.
- Understanding of the fire service and its role in the community.
- Knowledge and understanding of the principles of Emergency Management.
- Ability to work safely on an emergency scene.
- Ability to work effectively with other City Employees, supervisors, and the public.
- A valid driver's license and access to reliable transportation is essential to this position.
- Honesty, trustworthiness, and a high degree of integrity are required for this position.

General Information The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.