



TOWN COUNCIL SPECIAL MEETING

Wednesday, February 28, 2024 at 6:00 pm

**Springerville Town Council Chambers - 418 E. Main St. Springerville, AZ
85938**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the Springerville Town Council and to the general public that the Council will hold a meeting open to the public at the Springerville Town Hall, 418 East Main Street, Springerville, Arizona. The Town Council reserves the right to adjourn into Executive Session in accordance with Arizona Revised Statutes Section 38-431.03 (A)(1)(3)(4) and (7) for legal consultation on any of the following agenda items.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE:

2. ROLL CALL:

Members of the Town Council or Legal Counsel that are unable to be present in person at a scheduled Council meeting, may participate in the meeting by telephone or video conference.

3. SPRINGERVILLE / EAGAR INTERIM IGA ANIMAL CONTROL SERVICES:

Discussion and possible action regarding the Interim Intergovernmental Agreement for joint animal control services operations between the Towns of Springerville and Eagar.

4. ADJOURNMENT:

Submitted by: _____

Posted by: _____

Americans with Disabilities Act (A.D.A.): The Town of Springerville intends to comply with A.D.A. If you are physically challenged or disabled and need special accommodations to participate in this town meeting, please contact the Town Clerk at (928) 333-2656 ext. 224 forty-eight (48) hours prior to the meeting to arrange necessary accommodations.

**TOWN OF SPRINGVILLE
MEMORANDUM**

TO: Springerville Town Council
FROM: Tim Rasmussen, Town Manager
DATE: February 26, 2024
SUBJECT: INTERIM IGA FOR POLICE AND FIRE SERVICES

SUGGESTED MOTION:

I move we approve the Interim Intergovernmental Agreement Between the Town of Eagar, AZ and Springerville, AZ for Police and Fire Services Regarding Animal Control.

OR

I move we DO Not approve the Interim Intergovernmental Agreement Between the Town of Eagar, AZ and Springerville, AZ for Police and Fire Services Regarding Animal Control.

STAFF REPORT

On January 24, 2024, the two towns adopted an IGA for Police and Fire Services. In this agreement it did not discuss Animal Control. The two Towns have been working on the "First Addendum to January 24, 2023 Intergovernmental Agreement For Police and Fire Services between the Towns of Eagar, AZ and Springerville, AZ". We are also merging and rewriting our Town Codes to be the same as not to enforce Animal Control differently between the two Towns. This is not a very quick process and the Town of Springerville needs authority to patrol and cite for town code infractions in the Town of Eagar.

I have added the proposed long-term IGA and the proposed Code changes for you to see what has been proposed to the Town of Eagar.

**INTERIM INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF EAGAR
AND
THE TOWN OF SPRINGERVILLE**

THIS INTERIM INTERGOVERNMENTAL AGREEMENT (“Agreement”) made and entered into this _____ day of March, 2024, by and between the Town of Eagar, duly organized and existing under the laws of the State of Arizona (hereinafter called “Eagar”) and the Town of Springerville, duly organized and existing under the laws of the State of Arizona (hereinafter called “Springerville”), both being municipal corporations of the State of Arizona. Eagar and Springerville may be jointly referred to as the “Parties” or individually as a “Party”.

TO WIT:

WHEREAS, the Parties have entered into a Intergovernmental Agreement dated January 24, 2023, for shared services regarding their respective police and fire departments (“Shared Services Agreement”); and

WHEREAS, the Parties are in the process of adopting an addendum to the Shared Services Agreement to cover animal control services; and

WHEREAS, in the interim, the Parties desire to have animal control services be conducted pursuant to the terms of the Shared Services Agreement as a joint exercise of authority by the Parties as authorized under Arizona law; and

WHEREAS, in the interim, Eagar and Springerville each desire to have all animal control services be conducted by the Round Valley Police Department and enforced pursuant to Springerville’s existing Animal Control ordinances.

NOW, THEREFORE, the Parties hereby stipulate, covenant and agree as follows:

- 1. EFFECTIVE DATE.** This Agreement shall be effective on the ____ day of _____, 2024.
- 2. PURPOSE.** The purpose of this Agreement is to adopt an interim agreement for Animal Control Services.
- 3. ANIMAL CONTROL.** The Parties agree that all Animal Control services shall be conducted pursuant to the Shared Services Agreement on an interim basis. The Parties agree that all Animal Control services shall be conducted by the Round Valley Police Department including providing authority to act within the jurisdictional boundaries of both Eagar and Springerville.

4. AUTHORITY AND ENFORCEMENT. The Parties agree that the enforcement of Animal Control violations shall be pursuant to Springerville's existing Animal Control ordinances including within the jurisdictional boundaries of Eagar.

5. DURATION. This Agreement shall remain in full force and effect from the date of execution until either Party withdraws from the Agreement. Either Party can withdraw from this Agreement provided they give a ninety (90) day written notice.

6. PROBLEM SOLVING. If there are any problems with the Animal Control services or any communication that is needed on an emergency basis, both Parties agree that the Town Manager of each Party shall be the person to be notified in the event of any problems. Both Parties agree that they will cooperate and use best efforts to assist each other in emergency situations.

7. COOPERATION. The Parties agree that they will cooperate and take all reasonable measures to ensure the enforcement of this Agreement;

8. ATTORNEY'S FEES AND COSTS OF SUIT. The Parties stipulate and agree that in the event it becomes necessary for either of them to file suit against the other in a Court of competent jurisdiction for the purpose of enforcing any of the terms of this agreement, the Party prevailing in such litigation or other disputed resolution shall be entitled to collect all Court costs, arbitration costs, mediation costs, and reasonable attorney's fees incurred therein from the Party prevailed against.

9. ASSIGNMENT. Each Party shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, or encumber this agreement or any interest therein. A consent to one assignment, subletting, or use by any other entity or person shall not be deemed to be a consent to any subsequent assignment, subletting, or use by another entity or person. Consent to any such assignment or subletting shall in no way relieve either Party of any liability under this Agreement. Any such assignment or subletting without such consent shall be void and shall, at the option of either Party, constitute default under the terms of this Agreement.

10. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both Parties.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED this ____ day of _____, 2024.

TOWN OF EAGAR

TOWN OF SPRINGERVILLE

By: _____
Steve Erhart
Mayor, Town of Eagar

By: _____
Shelley Reidhead
Mayor, Town of Springerville

Attest:

Attest:

Clerk

Clerk

STATE OF ARIZONA)
)ss
County of Apache)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024,
by STEVE ERHART, Mayor of Eagar.

Notary Public

STATE OF ARIZONA)
)ss
County of Apache)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024,
by SHELLEY REIDHEAD, Mayor of Springerville.

Notary Public

ATTORNEY CERTIFICATION

The undersigned, as attorney for the Town of Eagar, has reviewed the foregoing agreement and finds it to be in proper form and within the powers of the Town to execute the same.

Executed this ____ day of _____, 2024.

BRETT RIGG, ESQ.
THE RIGG LAW FIRM, P.L.L.C.

ATTORNEY CERTIFICATION

The undersigned, as attorney for the Town of Springerville, has reviewed the foregoing agreement and finds it to be in proper form and within the powers of the Town to execute the same.

Executed this ____ day of _____, 2024.

MANGUM, WALL, STOOPS & WARDEN, PLLC

Title 6 - ANIMALS

Chapters:

Chapter 6.04 - RULES AND REGULATIONS

Sections:

6.04.010 - Definitions.

As used in this chapter:

- A. "At large" means off the premises of the owner or not under the control of the owner, or other persons acting for or on behalf of the owner.
- B. "Collar" means a band, chain, harness or suitable device worn around the neck of the dog to which a license may be affixed.
- C. "Dangerous" or "vicious" means an animal or dog which has a propensity to attack, to cause injury or otherwise endanger the safety of human beings without provocation or which has been found to be a vicious animal by a court of competent authority, which bites, inflicts physical injury on or attacks a human being, or constitutes a physical threat to other animals.
- D. "Dog" means a member of the "canis families" family.
- E. "Owner" means any person owning, keeping, possessing, harboring, or maintaining a dog or an animal.
- F. "Animal Shelter" means any establishment authorized by the town for the confinement, maintenance, safekeeping, and control of dogs that come into custody of the animal control officer.
- G. "Vaccination" means an anti-rabies vaccination using a type of vaccine approved by the State Veterinarian.
- H. "Animal control officer" means any peace officer, police assistant or other person responsible for the enforcement of this chapter appointed under the provisions of A.R.S. § 9-499.04 or amendments thereto.
- I. "Containment" means a structure or device that prevents the animal from leaving the owner's property or control.
- J. "Animal" or "animals" means horses, mules, burros, cattle, goats, sheep, swine, llamas, ostriches, emus, or other livestock, poultry, or any other animal that is susceptible to rabies, except man.
- K. "Wild animal" means an animal of a wild nature or disposition.
- L. "Directly under control" means the person responsible for the animal must be in sight of the animal; must be able to immediately control the actions of the animal and must ensure the animal does not leave the responsible person's property.
- M. "Town" means the community of Round Valley within the established boundaries of the Town of Eagar and the Town of Springerville.

6.04.020 - Dangerous or vicious animals.

It is unlawful to permit any dangerous or vicious animal of any kind to run at large within the town limits. Any such animals may be immediately impounded.

A. Upon complaint of any person, and after notice to the owner and a civil hearing, the town magistrate may determine that an animal is dangerous or vicious and order one or more of the following:

1. Order the destruction of said animal;
2. Order that such animal be confined within a building or secure enclosure;
3. Order that such animal be securely muzzled or caged at all times.

B. The animal control officer is authorized to kill any dangerous animal of any kind, upon an order from the town magistrate, or when it is necessary for the protection of any person or property, when in his/her judgment the animal: (1) is dangerous or vicious; and (2) cannot be safely impounded.

C. Any dog that commits more than two unprovoked attacks or bites is considered vicious under this section. Attacks may include chasing persons or animals, growling, baring teeth, attempted bites, etc., while the dog is at large.

6.04.030 - Wild animals.

Exhibitions or parades of wild animals may be conducted only upon securing a permit from the police department.

6.04.040 - Public nuisance.

Any animal or animals that does any of the following are declared to be a public nuisance, and may be impounded by the animal control officer from private property in response to a complaint by a person concerning this section if: the nuisance is continuing, the complaining person is willing to press charges and the owner or caretaker is not present to take control of the animal and stop the nuisance. The owner will bear the cost of the impound and feed. It is unlawful for any person to permit such animal or animals to:

- A. Molest passersby or passing vehicles;
- B. Attack other animals off of an owner's property;
- C. Trespass on school grounds;
- D. Repeatedly be at large;
- E. Damage public or private property;
- F. Repeatedly cause garbage to be thrown about;
- G. Disturb the peace.
- H. Animals (including poultry and rabbits) shall not cause a nuisance (defined as, but not limited to, offensive odor, excessive flies, dust or animal waste) to adjoining property owners or occupants.

6.04.050 - Animals at large.

- A. Any person who keeps or causes to be kept any animal within the corporate limits of the town shall keep such animal in a pen, corral, pasture, or similar enclosure to prevent their roaming at large.
- B. It is unlawful for any animal to run at large in the town. Any such animal may be impounded as provided in this chapter.
- C. It is unlawful to picket or tie any animal on any of the streets or rights-of-way of the town for the purpose of grazing or feeding if it interferes with the safe passage of pedestrians or vehicles.
- D. Any animal at large may be impounded by the animal control officer or by a subcontractor, with whom the town manager shall have authority to negotiate the rates for picking up, transporting and impounding such animal.
- E. The animal control officer is allowed to make temporary arrangements to impound animals at large if the town does not have the capability or facility to house the animal, until an owner is located. A reasonable fee for the boarding will be passed on to the animal owner.
- F. The owner or caretaker of an impounded animal is responsible for the cost of the impoundment and feed.

6.04.060 - Disturbing the peace.

A dog is disturbing the peace and quiet of any person at any time of the day or night by barking, whining, howling, or making any other similar objectionable noise in a continuous, excessive and untimely manner. Any owner whose dog is disturbing the peace as described in this section is in violation of this chapter. In response to a complaint by a person concerning this section, the animal control officer may impound the animal from the private property of the owner or caretaker if: the disturbance is continuing, the complaining person is willing to press charges and the owner or caretaker is not present to take control of the dog and stop the disturbance.

6.04.070 - Diseased animals.

No animal afflicted with a contagious or infectious disease shall be allowed to run at large or be exposed to any public place whereby the health of man or beast may be affected. Every owner or other person knowing or suspecting that an animal has rabies should immediately notify the animal control officer who shall either remove the animal to the animal shelter or summarily destroy it, except in cases where the state health officer or state veterinarian is empowered to act.

6.04.080 - Cruelty to animals.

A. Any person owning or acting for the owner of any animal shall provide said animal with sufficient wholesome and nutritious food, water in sufficient quantity within an eighteen-hour period. All dogs shall be maintained in such a manner as to provide them with humane care and treatment. No person shall:

1. Recklessly subject any animals or poultry to cruel mistreatment; or
2. Recklessly subject any animal or poultry under the person's custody or control to cruel neglect or abandonment; or

3. Recklessly kill any animal or poultry under the custody or control of another without either legal privilege or consent of the owner; or
4. Intentionally interfere with, kill or harm a working or service animal without either legal privilege or consent of the owner.

6.04.090 - Keeping animals.

Any person who keeps or causes to be kept any domestic animal, household pets, livestock, poultry, fowl, ratite or animals within the limits of the town shall keep such animal in a pen or similar enclosure to prevent their running "at large."

6.04.100 - Number of animals allowed.

A. Household Pets.

Except as otherwise permitted by the town zoning code, a maximum of four household pets, such as dogs, cats, pot-bellied pigs and similar domestic pets, but not including birds, fish or other pets which do not create odor or sound detectible on adjoining lots, per lot. Household pets in excess of the four allowed, may be allowed by conditional use permit in all zoning districts. This section shall not apply to kennels or animal shelters as otherwise permitted by the town zoning code.

B. Animals.

Animals other than household pets such as livestock and poultry, ratite shall be prohibited in all zoning districts except those in which they are specifically allowed by the town zoning code. Animals such as livestock and poultry shall not be kept within one hundred (100) feet of an occupied dwelling except where the owner or person in control of said animals lives in such dwelling.

Chapter 6.08 - IMPOUNDMENT OF ANIMALS

Sections:

6.08.010 - Notice to owners of impoundment.

A. If the owner of any impounded animal shall be known to the animal control officer and shall reside or have a known place of business in the town, the animal control officer shall notify the owner of such animal personally or by letter through the post office or by notice placed at the residence of the owner within forty-eight hours after such animal has been taken up and impounded. The notice shall contain a description of the animal and shall state that unless reclaimed, such animal shall be adopted or destroyed at the time and place specified in the notice.

B. An animal impounded pursuant to this chapter may be sold at public auction to the highest bidder. Copies of the notice shall be posted at the place of impoundment and at the Town Hall.

6.08.020 - Report of impounded animals.

The animal control officer shall, after impounding any animal, make a report stating the kind of animal and describing it by color or otherwise or by any marks or brands that may be on it, and when it was impounded.

6.08.030 - Conditions and duration of impoundment.

The animal control officer shall provide for the keeping of all animals impounded by the department in a safe, convenient and comfortable place within or near the town limits and shall feed such animals at least once every twenty-four hours and treat them in a humane manner during the time they are impounded, which shall not be less than three days, unless sooner claimed by the owner.

6.08.040 - Redemption of impounded animals.

If the owner of any animal shall, within three days after such animal has been impounded, apply to the animal control officer and pay the fees and charges provided by this chapter, the owner shall pick up the animal from the pound or impound location unless that animal has been impounded pursuant to [Section 6.08.060](#).

6.08.050 - Impeding animal control officer.

A. It is unlawful for any person to, in any manner, intervene, impede, prevent, obstruct or intimidate the animal control officer in the discharge of his duties in citing and impounding, or who shall rescue or attempt to rescue any animal, which has been impounded.

B. It is unlawful for any person to disturb, trip, reset or release an animal from a trap set by the animal control officer, unless he/she has the permission of the animal control officer.

C. A violation of this chapter is a misdemeanor.

6.08.060 - Biting animals.

Whenever any animal bites a person, such person and the owner of the animal shall immediately notify the animal control officer, who shall arrange for the quarantine of the animal to be made and shall order the animal to be held on the owner's premises or shall have it impounded at the pound or at a veterinary hospital at the owner's expense as long as necessary for a complete examination or for the length of the quarantine which will not be less than ten days.

Livestock shall be confined and quarantined for the fourteen-day period in a manner regulated by the Arizona Department of Agriculture. Caged or pet rodents or rabbits shall not be quarantined or laboratory tested. If it is determined that the animal is infected with rabies or other dangerous, infectious and contagious disease, it shall be the duty of the animal control officer to destroy the animal.

If, at the end of the quarantine or impoundment, it is determined that the animal is free from such disease, the animal shall be released, and the owner will assume all the costs related to the quarantine or impoundment.

If the animal dies during the period of quarantine or impoundment, its head shall be sent to the State Department of Health for examination. Any wild animals, with the exception of wild rodents or rabbits, which bite any person may be killed and submitted to the animal control officer or his assistant, or his designated representative for transmission to an appropriate diagnostic laboratory. A wild rodent or rabbit may be submitted for laboratory testing if the animal has bitten a person and either the animal's health or behavior indicates that the animal may have rabies or the bite occurred in an area that contains a rabies epizootic as determined by the Department of Health Services.

**FIRST ADDENDUM TO JANUARY 24, 2023,
INTERGOVERNMENTAL AGREEMENT
FOR POLICE AND FIRE SERVICES
BETWEEN THE TOWNS OF
EAGAR, ARIZONA AND SPRINGERVILLE,
ARIZONA**

ANIMAL CONTROL SERVICES

THIS FIRST ADDENDUM (“Addendum”) is made and executed on the date of the last authorizing signature thereto, by and between the TOWN OF EAGAR and the TOWN OF SPRINGERVILLE, which are collectively referred to as the “Parties” and individually as a “Party”:

WHEREAS, the Parties entered into an Intergovernmental Agreement dated January 24, 2023, (the “Original Agreement”) for the joint exercise of powers regarding the Parties’ need for police and fire services through the creation of joint departments. All capitalized terms used without definition in this Addendum shall have the definitions ascribed to them in the Original Agreement, as modified by this Addendum.

WHEREAS, the Parties now desire to add to the Original Agreement upon the terms and conditions contained in this Addendum to address the joint exercise of powers by the Parties regarding animal control matters.

WHEREAS, the recitals in the Original Agreement are incorporated herein by this reference in addition to the recitals above

NOW, THEREFORE, it is hereby agreed between the Parties as follows in order to supplement the Original Agreement between the Parties:

1. Purpose of Addendum.

The purposes of this Addendum are:

- a. To formalize a process whereby animal protection and control activities can be provided jointly within the Towns of Springerville and Eagar.

2. Basic Services.

Services to be provided include, but are not limited to, the following:

- a. Operation and maintenance of animal shelter and impound facilities for all dogs, cats, and other pet animals and other animals that require humane care within the Towns of Eagar and Springerville. The service will be for animals brought to the shelter by their owners or caretakers for humane disposition as well as for animal protection and control actions authorized or ordered by the Parties to this Addendum.

b. Additional services rendered under this Addendum may also include:

- (1) Humane enforcement of animal control laws; and
- (2) Licensing of animals.

3. Animal Control Employees.

All Animal Control employees will be considered employees of the TOWN OF SPRINGERVILLE and will receive all compensation from the TOWN OF SPRINGERVILLE. Pursuant to this Addendum, such employees shall be given authority and jurisdiction to act within the boundaries of the TOWN OF EAGAR to enforce animal control laws of the TOWN OF EAGAR, including but not limited to citations.

4. Animal Control Expenses

The TOWN OF SPRINGERVILLE is hereby designated with authority and responsibility for providing all services related to animal control, and to be reimbursed for these expenses at the same percentage contained in the Original Agreement. These services include but are not limited to the following:

- a. Maintain accounting for all activities of the animal shelter and animal control services in accordance with the requirements of the State of Arizona.
- b. Provide general and automobile liability insurance covering the operation of the animal shelter and the conduct of all animal protection and control activities.
- c. Be responsible for recruitment, hiring, evaluation, setting of salary, discipline and termination of all Animal Control employees.
- d. The cost of all animal control services and shelter activities.

5. Terms for Default.

In the event that one Party to this Addendum fails to perform any of the obligations or provisions hereof, then the other parties to this Addendum may, by written notice, terminate, in whole or in part, the defaulting party's participation in this Addendum. Termination of this Addendum shall not be a termination of the Original Agreement unless such intent is expressly made in writing as part of the termination of this Addendum by a Party.

6. Arbitration.

In the event of a dispute between any of the Parties to this Addendum relating to the construction of this Addendum or animal control or Addendum shelter services rendered pursuant to this Addendum, such dispute shall be settled by arbitration in the manner described in the Original Agreement.

7. Term.

The term of this Addendum shall match the Original Agreement unless or until this Addendum is terminated either on its own or in concert with termination of the Original Agreement.

8. Severability.

If any term or condition of this Addendum or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable within this Addendum and in regard to the Original Agreement.

9. Review of Addendum.

The terms and conditions of this Addendum shall be reviewed periodically by the TOWN OF SPRINGERVILLE and TOWN OF EAGAR for appropriateness and currency.

10. Amendments.

Any addition, deletion or change to the terms and conditions of this Addendum shall be in the form of a written amendment approved by each of the Parties.

11. Governing Law.

Governing law and venue under this Addendum shall be the same as stated in the Original Agreement.

12. Supersedes Prior Agreements.

This Addendum supersedes all prior agreements between these parties on the same subject matter of animal control services. **This Addendum is only meant as a supplement and does not supplant the Original Agreement between the Towns of Eagar, Arizona and Springerville, Arizona.**

13. Section 20(A) of the Original Agreement is updated to reflect the updated contact information for the attorney for TOWN OF SPRINGERVILLE as “Copy To: Mangum Wall Stoops & Warden, PLLC; Attn: Brandon J. Kavanagh, Esq.; 112 N. Elden Street; Flagstaff, AZ 86001”. The other subsections of Section 20 of the Original Agreement remain as written.

Town of Springerville, an Arizona municipal corporation

By: _____
Shelly Reidhead, Mayor

Date: _____

Attest:

By: _____
Kelsi Miller, Town Clerk

Town of Eagar, an Arizona municipal corporation

By: _____
Steve Erhart, Mayor

Date: _____

Attest:

By: _____
Jessica Vaughn, Town Clerk

PROPER FORM AND AUTHORITY:

This Addendum has, prior to its execution, been submitted to the attorney for each Party, who
JOINT ANIMAL SERVICES OPERATIONS AGREEMENT
Page 5 of 6

has determined that the agreement is in the proper form and is within the powers of and authority granted under the laws of this state to such Party.

By: _____
Town of Eagar Legal Counsel

By: _____
Town of Springerville Legal Counsel
Mangum, Wall, Stoops & Warden, PLLC